

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3163456

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| DR. PREMNATHAN NAIDOO | 05/19/2014 |
| V PATRICK KEATING | 05/30/2014 |
| RECEIVING PARTY DATA | |
| Name: | RHEOPAVE TECHNOLOGIES, LLC |
| Street Address: | 6361 LOWER CRABAPPLE ROAD |
| City: | FREDERICKSBURG |
| State/Country: | TEXAS |
| Postal Code: | 78624 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 12399960 |
| Application Number: | 13311445 |
| CORRESPONDENCE DATA | |
| Fax Number: | (713)667-4424 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | |
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| Correspondent Name: | JIMMY GILBRETH |
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| Address Line 4: | BELLAIRE, TEXAS 77402-2428 |
| NAME OF SUBMITTER: | J M GILBRETH |
| SIGNATURE: | /J M GILBRETH/ |
| DATE SIGNED: | 12/29/2014 |
| Total Attachments: 1 | |
| source=Rheopave IP Assignment For 960 and 445 applications#page1.tif | |

ASSIGNMENT OF INVENTION AND PATENT RIGHTS

WHEREAS, Premnathan Naidoo ("NAIDOO") and V. Patrick Keating ("KEATING") as undersigned, are the joint inventors of various ASPHALT-related inventions ("INVENTIONS") as described in U.S. Patent Application Serial Number 12/399,960, filed 03/08/2009, and U.S. Patent Application Serial Number 13/311,445, filed 12/05/2011 (the '960 application and the '445 applications collectively referred to as "APPLICATIONS");

WHEREAS, Asphalt & Wax Innovations, LLC, a corporation created and existing under and by virtue of the laws of the State of Mississippi ("AWI"), and WaxTech Energy Holdings, Inc., a corporation created and existing under and by virtue of the laws of the State of Texas ("WEH") collectively hold certain rights in and to said INVENTIONS and APPLICATIONS.;

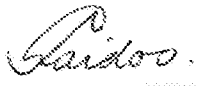
WHEREAS, Rheopave Technologies, LLC, a corporation created and existing under and by virtue of the laws of the State of Texas ("RHEOPAVE"), is desirous of acquiring the entire right, title and interest in and to the aforesaid INVENTIONS, and all right, title and interest in and to any patent rights relating to such INVENTIONS including the APPLICATIONS;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of NAIDOO, KEATING, AWI and WEH (each singularly "ASSIGNOR", collectively "ASSIGNORS") in hand paid by RHEOPAVE ("ASSIGNEE") and for other good and valuable considerations, the receipt of which is hereby acknowledged each ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE all of ASSIGNOR's right, title and interest in and to the said INVENTIONS and any and all future filed divisional applications, continuation applications, continuation-in-part applications, and new applications, filed in any jurisdiction, whether claiming priority or not to said APPLICATIONS, having subject matter related to such INVENTIONS and/or APPLICATIONS, and reissues and reexaminations of any of the foregoing, and any and all patent(s) which may be granted therefor, the same to be held and enjoyed by ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said patent(s) are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by each ASSIGNOR if this assignment and sale had not been made.

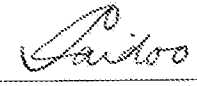
And each ASSIGNOR hereby authorizes and requests any Patent or Intellectual Property office to issue any and all patent(s) on said INVENTIONS or resulting from said APPLICATIONS, or resulting from any and all divisional applications, continuation applications, continuation-in-part applications, and new applications, and reissues thereof, to ASSIGNEE as assignee of ASSIGNOR's entire interest, and each ASSIGNOR hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement in conflict herewith.

And each ASSIGNOR further hereby covenants and agrees that it will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said INVENTIONS, any patent applications related thereto, and to such Letters Patent as may be granted therefor, to ASSIGNEE, its successors, assigns, or other legal representatives and that if ASSIGNEE, its successors, assigns or other legal representatives shall desire to file any applications, divisional applications, continuation applications, continuation-in-part applications, or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such applications, divisional applications, continuation applications, continuation-in-part applications, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

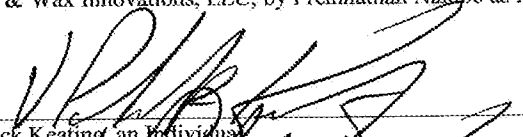
And each ASSIGNOR further covenants and agrees that it will, at any time upon request, communicate to ASSIGNEE, its successors, assigns or other legal representatives, such facts relating to said INVENTION, APPLICATIONS, applications related thereto, and Letters Patent or the file history thereof as may be known to it, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors, or other legal representatives.



Premnathan Naidoo, an Individual DATE: May, 19, 2014



Asphalt & Wax Innovations, LLC, by Premnathan Naidoo as President DATE: May, 19, 2014



V. Patrick Keating, an Individual DATE: May, 30, 2014



WaxTech Energy Holdings, Inc., by V. Patrick Keating as President DATE: May, 30, 2014

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