

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3682323

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NEWAGRICULTURE, INC	06/25/2015
RECEIVING PARTY DATA		
Name:	LEAFPRO, LLC	
Street Address:	4744 POTATO HOUSE COURT	
City:	WILSON	
State/Country:	NORTH CAROLINA	
Postal Code:	27893	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	12451429	
Application Number:	12864416	
CORRESPONDENCE DATA		
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<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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Address Line 4:	LAYTONSVILLE, MARYLAND 20882	
ATTORNEY DOCKET NUMBER:	LP101 AND LP103	
NAME OF SUBMITTER:	MARLANA TITUS	
SIGNATURE:	/MARLANA TITUS/	
DATE SIGNED:	01/05/2016	
Total Attachments: 5		
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ASSIGNMENT OF PATENT, LICENSE AND OTHER INTELLECTUAL PROPERTY RIGHTS

NewAgriculture, Inc.

to

LeafPro, LLC

Whereas, NewAgriculture, Inc. ("Assignor") entered into that certain Letter of Intent ("LOI") and that certain Operating Agreement with the Majority Members (as defined in the LOI) of LeafPro, LLC ("Assignee") dated June 20, 2015;

Whereas, Assignor entered into that certain Operating Agreement (the "OA") with respect to the Majority Members (as defined in the OA) dated June 23, 2015;

Whereas, pursuant to the OA and LOI, Assignor has agreed to transfer to Assignee, the patent rights and other rights and assets as specified therein;

Now therefore, the Assignor hereby states as follows:

NewAgriculture, Inc. ("Assignor") is the co-owner and/or exclusive commercial licensee of the patent applications listed in Exhibit A (the "Patent Applications"). Assignor also is a party to, and possesses exclusive commercial license rights under, the license agreements and amendments to the same set forth in Exhibit B (the "License Agreements"). In addition, Assignor owns or controls various other intellectual property rights relating to Assignor's activities relating to leaf protein, co-products of leaf protein, biomass and/or biobased products (the "Other IP").

Therefore, for valuable consideration, the receipt of which is acknowledged, Assignor assigns to Assignee 100% of its right, title and interest in the Patent Applications, License Agreements and Other IP to Assignee for the entire term of any patents and any reissues or extensions that may issue from or are based on the Patent Applications or Other IP (collectively, "Patents"), plus any foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of any Patents or Patent Applications. The right, title and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts arising from any Patents; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain any Patents or Patent Applications and any and all applications and registrations for the Patents or Patent Applications in any and all countries.

[Signature Appears on Next Page]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Patent and License Rights:
Patent Applications on the date set forth below.

ASSIGNOR
Date: June 25, 2015 Nail A. Beken

STATE OF MD
COUNTY OF Charles

On this 25th day of JUNE, before me, Hanjai, the undersigned
Notary Public, personally appeared NAIL A. Beken ASSIGNOR, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he executed the same.

Hanjai
Notary Public:

Printed Name
My Commission Expires:

HARJIT SINGH
Notary Public-Maryland
Prince George's County
My Commission Expires
November 10, 2018

PATENT APPLICATIONS

1. Title: "Novel Methods for Recovery of Leaf Proteins"

Country	Patent Application No.	Filing Date
US Provisional	60/938267	May 16, 2007
PCT	US2008/06205	May 15, 2008
US	12/451429	Nov. 12, 2009
Brazil	PI0810317-8	May 15, 2008
Canada	2,681,295	May 15, 2008
China	200880016292.0	May 15, 2008
Europe	08754483.9	May 15, 2008
India	6737/CHENP/2009	May 15, 2008

2. Title: "A Novel Composition of Matter and Method For Stimulating the Growth of Beneficial Microorganisms."

Country	Patent Application No.	Filing Date
US Provisional	61/023,515	Jan. 25, 2008
US Provisional	61/106,426	Oct. 17, 2008

PCT	US/2009/031995	Jan. 26, 2009
US	12/864,416	Nov. 2, 2010
Canada	2,750,410	Jan. 26, 2009

3. Title: "A Novel Composition of Matter for Delivering Lipid-Soluble Materials, and a Method for Producing It."

Country	Patent Application No.	Filing Date
US Provisional	61/311,072	Mar. 5, 2010
PCT	US/2011/27399	Mar. 7, 2011
US	13/582,655	Nov. 15, 2012
Canada	2,829,180	Mar. 7, 2011

EXHIBIT B

List of Exclusive License Agreements and Amendments to the Same between NewAgriculture, Inc. and University of Maryland

1. Exclusive License Agreement By and Between the University of Maryland and NewAgriculture, Inc., effective December 15, 2007
2. Exclusive License Agreement By and Between the University of Maryland and NewAgriculture, Inc., Relating to Tobacco Biomass Hydrolysate, effective January 1, 2009
3. Addendum to Exclusive License Agreement By and Between the University of Maryland and NewAgriculture, Inc., effective on or about September 24, 2009
4. Exclusive License Agreement By and Between the University of Maryland and NewAgriculture, Inc., effective February 1, 2011
5. Amendment to Exclusive License Agreement Relating to University of Maryland Disclosure LS-2007-038 By and Between the University of Maryland and NewAgriculture, Inc., effective June 15, 2015
6. Amendment to Exclusive License Agreement Relating to University of Maryland Disclosures LS-2008-003 and LS-2008-109 By and Between the University of Maryland and NewAgriculture, Inc., effective June 15, 2015
7. Amendment to Exclusive License Agreement Relating to University of Maryland Disclosure LS-2008-108 By and Between the University of Maryland and NewAgriculture, Inc., effective June 15, 2015