

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT           |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT               |
| <b>CONVEYING PARTY DATA</b>   |                          |
| <b>Name</b>   | <b>Execution Date</b>    |
| TIMOTHY SULLIVAN  | 05/24/2014               |
| <b>RECEIVING PARTY DATA</b>   |                          |
| <b>Name:</b>  | HELIAE DEVELOPMENT LLC   |
| <b>Street Address:</b>  | 578 E GERMANN ROAD       |
| <b>City:</b>  | GILBERT                  |
| <b>State/Country:</b>   | ARIZONA                  |
| <b>Postal Code:</b>   | 85297                    |
| <b>PROPERTY NUMBERS Total: 1</b>  |                          |
| <b>Property Type</b>  | <b>Number</b>            |
| <b>Application Number:</b>  | 14822716                 |
| <b>CORRESPONDENCE DATA</b>  |                          |
| <b>Fax Number:</b>  | (480)718-8316            |
| <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> |                          |
| <b>Phone:</b>   | 480-424-2875             |
| <b>Email:</b>   | heliaeipatent@heliae.com |
| <b>Correspondent Name:</b>  | HELIAE DEVELOPMENT LLC   |
| <b>Address Line 1:</b>  | 578 EAST GERMANN ROAD    |
| <b>Address Line 4:</b>  | GILBERT, ARIZONA 85297   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | H435WO1US1               |
| <b>NAME OF SUBMITTER:</b>   | JUSTIN KNIEP             |
| <b>SIGNATURE:</b>   | /Justin Kniep/           |
| <b>DATE SIGNED:</b>   | 01/26/2016               |
| <b>Total Attachments: 5</b>   |                          |
| source=SULLIVAN PCT Executed Assignment#page1.tif   |                          |
| source=SULLIVAN PCT Executed Assignment#page2.tif   |                          |
| source=SULLIVAN PCT Executed Assignment#page3.tif   |                          |
| source=SULLIVAN PCT Executed Assignment#page4.tif   |                          |
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**CONFIRMATION OF ASSIGNMENT**

**AND**

**CONTINGENT ASSIGNMENT BY INVENTOR**

**THIS CONFIRMATION OF ASSIGNMENT AND CONTINGENT ASSIGNMENT (“Confirmation and Assignment”)**, is made by Timothy James SULLIVAN, residing at 1087 E. Zesta Lane, Gilbert, Arizona 85297, (“Assignor”);

**WHEREAS**, Assignor is an inventor of the invention(s) and/or discovery(ies) described in the patent application entitled **LARGE SCALE MIXOTROPHIC PRODUCTION SYSTEM**, set forth in a patent application filed under the Patent Cooperation Treaty (PCT) with the U.S. Receiving Office of The United States Patent and Trademark Office on March 14, 2014 and assigned as Application No. PCT/US2014/028604 (the “Application”); and

**WHEREAS**, HELIAE DEVELOPMENT, LLC, having its principal place of business at 578 E. Germann Road, Gilbert, Arizona 85297 (hereinafter, with its successors, assigns, and legal representatives referred to as “Assignee”), has previously acquired, from Assignor, without limitation, the entire right, title, and interest in and to such invention(s) and/or discovery(ies) and desires to confirm such prior assignment and, if necessary, to obtain through assignment hereunder any such rights, titles, and interests in such invention(s) and/or discovery(ies) and the Application.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged by Assignor, Assignor agrees to the following:

“Assigned” as used in this Confirmation and Assignment means “assigned, transferred, set over, and/or conveyed”. The terms “Assign” and “Assigns” are to have corresponding meanings.

“Related Applications and Patents” means any patent that issues from the Application and any patent application(s), patent(s) or similar right(s) that claim priority to

either the Application or such patent application(s) or patent(s), including any continuations, continuations-in-part, or divisionals of the Application, or any patents issuing therefrom, and any reissues, reexaminations, and extensions of such patents.

Assignor hereby acknowledges that Assignor has previously Assigned to Assignee the entire right, title, and interest in and/or to the invention(s), discovery(ies), the Application, and any Related Applications and Patents and to the full and maximum extent permitted by law.

Assignor agrees that the Assignment of such rights to Assignee occurred at the moment that such invention(s), discovery(ies), or the like were created, invented, discovered, or otherwise generated. Assignor hereby further agrees that to the extent that Assignor did not previously Assign such entire right, title, and interest, Assignor hereby Assigns such rights, titles, and interest to Assignee.

Assignor hereby represents that (1) Assignor had good title, full right, and lawful authority to Assign the rights, titles, and interests to Assignee; (2) there is no encumbrance, lien, or claim of ownership, title, or other rights, in, on, or to the invention(s), discovery(ies), Application, and Related Application and Patents by any person or organization other than Assignee; and (3) Assignor has not entered into and is not subject of any agreement or obligation to any person or organization, or order of any governmental authority, that could reasonably result in such an encumbrance, lien, or claim.

Assignor acknowledges that Assignee may freely disclose this Assignment and record it with governmental authorities, including patent offices and examining authorities throughout the world, and that Assignee may prepare, execute, submit, and record additional documents evidencing Assignor's assignment of the Intellectual Property and Related Application and Patents to Assignee. Assignor acknowledges that such documents do not constitute a limitation or modification of this Assignment and in the event of any conflict between such documents and this Assignment the terms of this Assignment will control.

Assignor further covenants that when from time-to-time Assignor is reasonably called upon by Assignee to communicate any facts known to Assignor relating to the

invention(s), discovery(ies), the Application, and/or the Related Applications and Patents; and execute and deliver any and all lawful papers; make all rightful oaths, affidavits, or declarations; testify in any judicial hearings, mediations, arbitrations, or other proceedings; and perform all other lawful acts that may be deemed by Assignee reasonably necessary or desirable to obtain, secure, vest, and benefit from any and all rights herein confirmed or assigned, and perfect the title to such invention(s), discovery(ies), Application, and any Related Applications and Patents, in the name of and for the benefit for Assignee, and to assist or enable Assignee to enforce, protect, or otherwise use and benefit from the invention(s), discovery(ies), Application, and any Related Applications and Patents. Assignor further hereby appoints Assignee with a limited power of attorney to prepare, make, execute, submit, record, deliver, and disclose, any and all documents or statements confirming any aspect of this assignment or that are otherwise necessary or expedient for Assignee to establish, confirm, perfect, and benefit from the rights assigned to Assignee under this Agreement, in the event in which Assignee cannot promptly or reasonably obtain any such cooperation and assistance from Assignor or its successors or in which Assignee otherwise deems it reasonably expedient to exercise its rights in the invention(s), discovery(ies), Application, and any Related Applications and Patents. Assignor hereby acknowledges that this limited power of attorney is coupled with an interest, in that Assignee has an interest in the invention(s), discovery(ies), Application, and Related Applications and Patents, and that as a result, in addition to any other consequences under law, this power is irrevocable and will be binding on Assignor's successors, assigns, and legal representatives.

Assignor acknowledges and agrees the rights granted to Assignee under this Assignment are of a special and extraordinary character that gives them a special and/or immeasurable value, the loss of which cannot reasonably or adequately be compensated for in damages in an action at law, and the breach by Assignor of the provisions herein shall cause Assignee irreparable injury and damage and that, accordingly, Assignee will be entitled as a matter of right to injunctive and other equitable relief to prevent the violation of this Assignment, in addition to any other rights or remedies that Assignee may have to damages or otherwise pursuant to this Assignment or Applicable Law.

It is the agreement and desire of Assignor and Assignee that the provisions of this Assignment be enforced to the fullest extent possible. Accordingly, should any particular provision of this Assignment be deemed invalid or unenforceable, that provision shall be deemed deleted from this Assignment without affecting the validity of the remaining provisions. Thereafter, the parties hereto shall promptly and in good faith negotiate an equitable adjustment to the provisions of this Assignment with the view to achieving, to the greatest extent possible, the original purpose and intent of this Assignment.

**[[The remainder of this page intentionally left blank]]**

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Timothy James Sullivan  
Timothy James SULLIVAN

Date: May 28, 2014

United States of America )  
State of Arizona ) ss.:  
County of Maricopa )

On this 28th day of May, 2014, before me personally came Timothy James SULLIVAN, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Fay Elizabeth Guarino  
Notary Public

