

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3902236

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LUKE CIZEK	05/04/2016
MASON OELSCHLAGER	05/03/2016
JUSTIN HAYDEN	05/05/2016
MIGUEL OLAIZOLA	05/04/2016
MASON MCCARTY	05/23/2016
RECEIVING PARTY DATA	
Name:	HELIAE DEVELOPMENT, LLC
Street Address:	578 E. GERMANN ROAD
City:	GILBERT
State/Country:	ARIZONA
Postal Code:	85297
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15142964
CORRESPONDENCE DATA	
Fax Number:	(602)364-7070
<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>	
Phone:	602-364-7000
Email:	julie.eslick@bryancave.com
Correspondent Name:	BRYAN CAVE LLP
Address Line 1:	TWO N CENTRAL AVENUE, SUITE 2200
Address Line 2:	JULIE A. ESLICK
Address Line 4:	PHOENIX, ARIZONA 85004
ATTORNEY DOCKET NUMBER:	0398199
NAME OF SUBMITTER:	JULIE A. ESLICK
SIGNATURE:	/Julie A. Eslick/
DATE SIGNED:	06/03/2016
Total Attachments: 25	

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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 Luke Cizek, residing at 107 W. 9th Street, Mesa, Arizona 85201, (“Assignor”);

WHEREAS, Assignor is an inventor of the invention(s) and/or discovery(ies) described in the patent application entitled **METHOD OF VITALLY SUPPORTING MICROALGAE IN A FLEXIBLE BIOREACTOR**, set forth in a patent application filed with The United States Patent and Trademark Office on April 29, 2016 and assigned as US Application No. 15/142,964 (the “Application”); and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals of the Application and all patents that issue from any of the foregoing, and any other related patents or patent applications in the United States and foreign jurisdictions which benefit from a claim of priority to the Application or a sequence of priority claims traceable back to the Application, and all invention(s) disclosed and claimed in any of the foregoing, (the Patents); 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 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.

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

Luke Cizek
Luke Cizek

Date: 5/4/2014

United States of America)
State of ARIZONA) ss.:
County of MARICOPA)

On this 4th day of May, 2014, before me personally came Luke Cizek, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

[Signature]
Notary Public



CONFIRMATION OF ASSIGNMENT

AND

CONTINGENT ASSIGNMENT BY INVENTOR

THIS CONFIRMATION OF ASSIGNMENT AND CONTINGENT ASSIGNMENT (“Confirmation and Assignment”), is made by Mason Oelschlager, residing at 3612 E. Sexton Street, Gilbert, Arizona 85295, (“Assignor”);

WHEREAS, Assignor is an inventor of the invention(s) and/or discovery(ies) described in the patent application entitled METHOD OF VITALLY SUPPORTING MICROALGAE IN A FLEXIBLE BIOREACTOR, set forth in a patent application filed with The United States Patent and Trademark Office on April 29, 2016 and assigned as US Application No. 15/142,964 (the “Application”); and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals of the Application and all patents that issue from any of the foregoing, and any other related patents or patent applications in the United States and foreign jurisdictions which benefit from a claim of priority to the Application or a sequence of priority claims traceable back to the Application, and all invention(s) disclosed and claimed in any of the foregoing, (the Patents); 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 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.

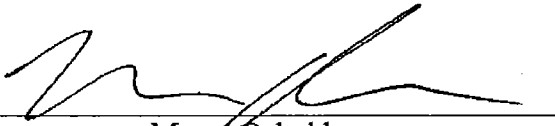
Assignor acknowledges and agrees the rights granted to Assignee under this Assignment are of a special and extraordinary character that gives them a special and/or immeasurable value,

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.

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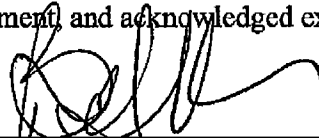
AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.


Mason Oelschlager

Date: 5/3/2016

United States of America)
State of ARIZONA) ss.:
County of MARICOPA)

On this 3RD day of May, 2016, before me personally came Mason Oelschlager, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public



CONFIRMATION OF ASSIGNMENT

AND

CONTINGENT ASSIGNMENT BY INVENTOR

THIS CONFIRMATION OF ASSIGNMENT AND CONTINGENT ASSIGNMENT (“Confirmation and Assignment”), is made by Justin Hayden, residing at 2708 E. Cheryl Drive, Phoenix, Arizona 85028, (“Assignor”);

WHEREAS, Assignor is an inventor of the invention(s) and/or discovery(ies) described in the patent application entitled **METHOD OF VITALLY SUPPORTING MICROALGAE IN A FLEXIBLE BIOREACTOR**, set forth in a patent application filed with The United States Patent and Trademark Office on April 29, 2016 and assigned as US Application No. 15/142,964 (the “Application”); and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals of the Application and all patents that issue from any of the foregoing, and any other related patents or patent applications in the United States and foreign jurisdictions which benefit from a claim of priority to the Application or a sequence of priority claims traceable back to the Application, and all invention(s) disclosed and claimed in any of the foregoing, (the Patents); 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 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.

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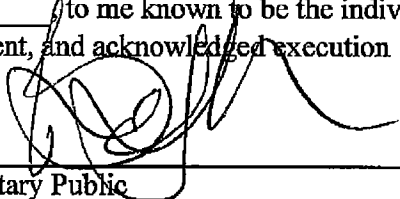
AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.


Justin Hayden

Date: 16/05/05

United States of America)
State of ARIZONA) ss.:
County of MARICOPA)

On this 5th day of May, 2006, before me personally came Justin Hayden to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public



CONFIRMATION OF ASSIGNMENT

AND

CONTINGENT ASSIGNMENT BY INVENTOR

THIS CONFIRMATION OF ASSIGNMENT AND CONTINGENT ASSIGNMENT (“Confirmation and Assignment”), is made by Miguel Olaizola, residing at 3458 E. Casa Mader Drive, Gilbert, Arizona 85298, (“Assignor”);

WHEREAS, Assignor is an inventor of the invention(s) and/or discovery(ies) described in the patent application entitled **METHOD OF VITALLY SUPPORTING MICROALGAE IN A FLEXIBLE BIOREACTOR**, set forth in a patent application filed with The United States Patent and Trademark Office on April 29, 2016 and assigned as US Application No. 15/142,964 (the “Application”); and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals of the Application and all patents that issue from any of the foregoing, and any other related patents or patent applications in the United States and foreign jurisdictions which benefit from a claim of priority to the Application or a sequence of priority claims traceable back to the Application, and all invention(s) disclosed and claimed in any of the foregoing, (the Patents); 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:

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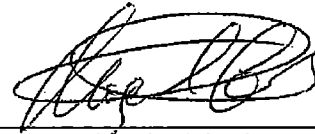
Assignor acknowledges and agrees the rights granted to Assignee under this Assignment are of a special and extraordinary character that gives them a special and/or immeasurable value,

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.

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

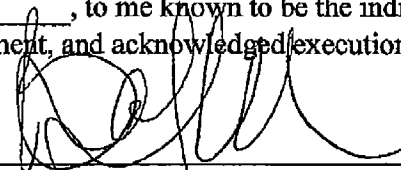


Miguel Olaizola

Date: 5/4/16

United States of America)
State of ARIZONA) ss.:
County of MARICOPA)

On this 4th day of May, 2016, before me personally came Miguel Olaizola, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public



CONFIRMATION OF ASSIGNMENT

AND

CONTINGENT ASSIGNMENT BY INVENTOR

THIS CONFIRMATION OF ASSIGNMENT AND CONTINGENT ASSIGNMENT ("Confirmation and Assignment"), is made by Mason McCarty, residing at 2509 N. 87th Way, Scottsdale, Arizona 85257, ("Assignor");

WHEREAS, Assignor is an inventor of the invention(s) and/or discovery(ies) described in the patent application entitled METHOD OF VITALLY SUPPORTING MICROALGAE IN A FLEXIBLE BIOREACTOR, set forth in a patent application filed with The United States Patent and Trademark Office on April 29, 2016 and assigned as US Application No. 15/142,964 (the "Application"); and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals of the Application and all patents that issue from any of the foregoing, and any other related patents or patent applications in the United States and foreign jurisdictions which benefit from a claim of priority to the Application or a sequence of priority claims traceable back to the Application, and all invention(s) disclosed and claimed in any of the foregoing, (the Patents); 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 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.

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



Mason McCarty

Date: 5/23/2016

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

On this 23rd day of May, 2016, before me personally came Mason McCarty, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.




Notary Public