

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4016257

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BLUE SUN ENERGY, INC.	08/15/2016
BLUE SUN ADVANCED FUELS, LLC	08/15/2016
BLUE SUN BIODIESEL, LLC	08/15/2016
BLUE SUN ST. JOE REFINING, LLC	08/15/2016
RECEIVING PARTY DATA	
Name:	JSH BLUE SUN, LLC
Street Address:	6403 EAST BAR Z LANE
City:	PARADISE VALLEY
State/Country:	ARIZONA
Postal Code:	85253
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8517759
Application Number:	62006017
Application Number:	14294132
CORRESPONDENCE DATA	
Fax Number:	(888)325-9172
<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:	617-239-0567
Email:	carla.hines@lockelord.com
Correspondent Name:	CARLA HINES
Address Line 1:	111 HUNTINGTON AVENUE
Address Line 2:	LOCKE LORD LLP
Address Line 4:	BOSTON, MASSACHUSETTS 02199
ATTORNEY DOCKET NUMBER:	1510603.00007
NAME OF SUBMITTER:	CARLA HINES
SIGNATURE:	/s/ Carla Hines
DATE SIGNED:	08/22/2016

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This Assignment and Assumption of Intellectual Property (this “**Assignment**”) is executed and is effective as of August 15, 2016 (the “**Effective Date**”), by and among **BLUE SUN ENERGY, INC.**, a Colorado corporation, **BLUE SUN ADVANCED FUELS, LLC**, a Colorado limited liability company, **BLUE SUN BIODIESEL, LLC**, a Colorado limited liability company, and **BLUE SUN ST. JOE REFINING, LLC** (collectively, the “**Assignors**” and each, individually, an “**Assignor**”) and **JSH BLUE SUN, LLC**, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignors delivered to Assignee that certain Bill of Sale, dated as of even date herewith (the “**Bill of Sale**”), pursuant to which Assignors are selling, conveying, transferring and delivering to Assignee, among other assets, the Intellectual Property, pursuant to the terms of the Settlement Agreement and Settlement Order;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, it is agreed:

1. **Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Bill of Sale.

2. **Transfer.** Effective as of the Effective Date, each Assignor hereby assigns, transfers, and delivers to Assignee, free and clear of all liens, claims, and interests of every kind and nature, and Assignor hereby accepts, all of Assignor’s right, title, and interest in, to, and under the Intellectual Property, including, without limitation, the Intellectual Property Registrations described in **Exhibit A** attached hereto, provided, however, that the Buyer’s interest in the Intellectual Property shall be subject to that certain License Agreement, dated as of January 25, 2016, between the Sellers and Terra Bioenergy, LLC, a Missouri limited liability company. As used herein, “Intellectual Property Registrations” means all Intellectual Property that are subject to any issuance, registration, application or other filing by, to or with any governmental authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

3. **Further Assurances.** Each Assignor hereby agrees that it shall, from time to time, at the reasonable request of and at the expense of Assignee, execute, acknowledge, and deliver to Assignee any and all further instruments, documents, endorsements, assignments, information, materials, and other papers as may be reasonably necessary to deliver, transfer, assign and assume the Intellectual Property and to give full force and effect to the full intent and purposes of this Assignment.

4. **Covenants.** Each of the parties hereto covenants and agrees that it will, at the request of the other party, and without further consideration, promptly execute and deliver, and cause its employees to execute and deliver, such other instruments of sale, transfer and assignment and to promptly take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated herein.

5. **Successors and Assigns; Third Party Beneficiaries.** The provisions of this Assignment are intended to be binding upon Assignors and Assignee and their respective successors and assigns. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than Assignors and Assignee and their respective successors and assigns, any remedy or claim.

6. **Governing Law.** This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of law principles that would result in the application of any law other than the laws of the State of Missouri.

7. **Consent to Jurisdiction; Service of Process; Waiver of Jury Trial.**

(a) The parties hereto irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Assignment and the transactions contemplated hereby (and agree not to commence any litigation relating hereto except in the Bankruptcy Court).

(b) Any and all service of process and any other notice in any such claim shall be effective against any party if given personally or by registered or certified mail, return receipt requested, or by any other means of mail that requires a signed receipt, postage prepaid, mailed to such party as herein provided. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction.

(c) If any claim is brought by any party hereto to enforce its rights or another party's obligations under this Assignment or any other agreement, document or instrument to be delivered in connection therewith, the substantially prevailing party in such claim shall be entitled to recover its reasonable attorneys' fees and expenses and other costs incurred in such claim, in addition to any other relief to which it may be entitled.

(d) EACH OF THE PARTIES TO THIS ASSIGNMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

8. **Notices.** All notices and other communications to any party herein shall be effective and delivered in accordance with Section 8 of the Bill of Sale.

9. **Entire Agreement.** This Assignment, the Bill of Sale, the Settlement Agreement, the Settlement Order, the Domain Name Assignment Agreement, and any other ancillary agreements executed by the parties hereto in connection with the consummation of the transactions contemplated by this Assignment, the Settlement Agreement, the Settlement Order, the Bill of Sale, the Domain Name Assignment Agreement contain the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, written or oral, with respect thereto.


10. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Remainder of page left intentionally blank]


IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment and Assumption of Intellectual Property to be duly executed as of and on the date first stated above.

ASSIGNORS:

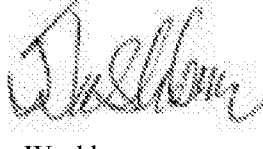
BLUE SUN ENERGY, INC.

By:  _____
Name: Jerry Washburn
Title: Vice President


BLUE SUN ADVANCED FUELS, LLC

By:  _____
Name: Jerry Washburn
Title: Vice President:

BLUE SUN BIODIESEL, LLC

By:  _____
Name: Jerry Washburn
Title: Vice President

BLUE SUN ST. JOE REFINING, LLC

By:  _____
Name: Jerry Washburn
Title: Vice President:

[Blue Sun – Signature Page to Assignment and Assumption of Intellectual Property Assets]

IN WITNESS WHEREOF, Assignors and Assignee, by their respective duly authorized officers or representatives, have executed this Assignment Agreement as of the date first stated above.

ASSIGNEE:

JSH BLUE SUN, LLC

By: John S. Horton

Name: John S. Horton

Title: Manager

[Blue Sun -- Signature Page to Domain Name Assignment Agreement]

EXHIBIT A

Intellectual Property Registrations

U.S. PATENTS AND APPLICATIONS			
PATENT HOLDER	NUMBER	DATE	ISSUE TITLE
Blue Sun Energy, Inc. (assigned from H. Scott Brown on 05/01/2012, Reel/Frame: 28132-738)	Patent No. 8517759	Filed: 02/15/2012	Ribbon Flex Light Connector System
Blue Sun Energy, Inc. (assignee of investor Kerry Staller)	Application No. 62/006,017	Filed: 05/30/2014	Fatty acid reduction of feedstock and neutral acid alkyl ester
	Application No. 14294132		

U.S. TRADEMARKS AND APPLICATIONS			
<u>TRADEMARK HOLDER</u>	<u>MARK</u>	<u>SERIAL NO./ REGISTRATION NO.</u>	<u>FILING/ REGISTRATION DATE</u>
Blue Sun Energy, Inc.	Blue Sun Energy, Inc.	Serial No. 4168235 Reg. No. 77676966	Filing Date: 07/03/2012 Reg. Date: 02/24/2009
Blue Sun Energy, Inc.	Blue Sun	Serial No. 4168234 Reg. No. 77676960	Filing Date: 07/03/2012 Reg. Date: 02/24/2009
Blue Sun Energy Inc. and Blue Sun Biodiesel LLC dba Blue Sun Biodiesel	Blue Sun (with symbol)	Serial No. 2884856 Reg. No. 76443510	Filing Date: 09/14/2004 Reg. Date: 08/26/2002
Blue Sun Energy, Inc. dba Blue Sun Biodiesel LLC	Blue Sun MAX Process	Serial No. 2884856 Reg. No. 86323181	Filing Date: 06/27/2014