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PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT	
CONVEYING PARTY DA	ΑΤΑ			
		Name	Execution Date	
VERN TRAXLER			01/12/2016	
HAN SUK KIM			01/12/2016	
RAJASHEKHARAM MAL	YALA		01/22/2016	
RICHARD W. WILSON			02/15/2016	
TIMOTHY ALAN THOMP	PSON		02/15/2016	
RECEIVING PARTY DA	ТА			
Name:	COOL	COOL PLANET ENERGY SYSTEMS, INC.		
Street Address:	6400 SOUTH FIDDLERS GREEN CIRCLE			
City:	GREENWOOD VILLAGE			
State/Country:	COLORADO			
Postal Code:	80111			
PROPERTY NUMBERS	Total: 1			
Property Type		Number		
Application Number:		15263227		
	A T A			
CORRESPONDENCE D Fax Number:	AIA	(818)332-4205		
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		; if that is unsuccessful, it will be sen		
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ATTORNEY DOCKET NUMBER:		CPE15018USU	CPE15018USU	
NAME OF SUBMITTER:		JENNIFER H. HAMILTON	JENNIFER H. HAMILTON	
SIGNATURE:			/Jennifer H. Hamilton/	
SIGNATURE:		/Jennifer H. Hamilton/		
SIGNATURE: DATE SIGNED:		/Jennifer H. Hamilton/ 09/27/2016		

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ASSIGNMENT

This Assignment ("Assignment") shall be effective as of September 10, 2015 ("Effective Date") by and between:

Vern Traxler, 3152 Melody Lane, Simi Valley, CA 93603;

Han Suk Kim, residing at 2418 Avenida Otono, Thousand Oaks, CA 91362;

Richard W. Wilson, residing at 10438 Paseo De Linda, San Diego, CA 92127;

Rajashekharam Malyala, residing at 585 Celestial Place, Camarillo, CA 93012;

Timothy Alan Thompson, residing at 1253 Seacliff Ct., Unit 1, Ventura, CA 93003;

(collectively "ASSIGNORS"); and

Cool Planet Energy Systems, Inc., a Delawarecorporation, having a principal place of business at 6400 South Fiddlers Green Circle, Greenwood Village, CO 80111 ("ASSIGNEE").

1.0 BACKGROUND

1.1 ASSIGNORS, through each ASSIGNOR'S respective fiduciary duty and/or employment with ASSIGNEE, as either fiduciary and/or employee, as the case may be, jointly invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States titled "METHODS FOR APPLICATION OF BIOCHAR," U.S. Provisional Patent Application Serial No. 62/216,638 filed on September 10, 2015 and any U.S. and foreign conversion or counterpart patent applications to which priority is claimed. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE, as employer of each ASSIGNOR, owns all right, title and interest in and to the Invention. ASSIGNORS, as consideration for each ASSIGNOR'S respective employment with ASSIGNEE, and/or based upon the duty of fidelity of each ASSIGNOR to ASSIGNEE, agree to execute all the necessary documents in order to perfect ASSIGNEE'S ownership in the Invention created or developed by ASSIGNORS during ASSIGNORS' employment with ASSIGNEE.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS are jointly executing this Assignment to ASSIGNEE to formally transfer to ASSIGNEE their equal and undivided right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

2.0 ASSIGNMENT

2.1 ASSIGNORS sell, assign and transfer to ASSIGNEE their equal, full and exclusive right, title and interest in and to the Invention and all Letters Patent that may be granted from the Invention in the United States, including any conversions, continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted. ASSIGNORS also assign all right, title and interest in and to the Invention, including all intellectual property rights and copyrights in the Invention, to ASSIGNEE.

2.2 ASSIGNORS assign all of ASSIGNORS' equal and undivided right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNORS grant to ASSIGNEE the right to file applications on any aspect of the Invention in the name of all ASSIGNORS, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 ASSIGNORS further transfer and assign to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNORS further covenant that, upon ASSIGNEE'S request, ASSIGNORS will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNORS, and ASSIGNORS will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

Serial No. 62/216,638

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PATENT REEL: 039868 FRAME: 0497

Atty. Docket: CPE15018USV

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS and ASSIGNORS' respective heirs, legal representatives and assigns.

Vern Traxler 1-12-16 _____ By Date Date 1/12/16 By Han Suk Kim Date By Richard W. Wilson (22/201b Date By Rajashekharam Malyala Date By___ Timothy Alan Thompson

PATENT REEL: 039868 FRAME: 0498

Atty. Docket: CPE15018USV

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS and ASSIGNORS' respective heirs, legal representatives and assigns.

Date	By
	Vern Traxler
Date	By Han Suk Kim
Date_2/15/16	By R. W. Wilson
	Richard W. Wilson
Date	By Rajashekharam Malyala
Date	By Timothy Alan Thompson

PATENT

Atty. Docket: CPE15018USV

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS and ASSIGNORS' respective heirs, legal representatives and assigns.

Date	By Vern Traxler
Date	By Han Suk Kim
Date	By Richard W. Wilson
Date	By Rajashekharam Malyala
Date 2/15/2016	By Timothy Alan Thompson

RECORDED: 09/27/2016

PATENT REEL: 039868 FRAME: 0500