

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4327202

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LAURENT OLIVIER	04/12/2011
RECEIVING PARTY DATA	
Name:	PA LLC
Street Address:	1901 SOUTH HARBOR CITY BOULEVARD
Internal Address:	SUITE 300
City:	MELBOURNE
State/Country:	FLORIDA
Postal Code:	32901
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14170164
CORRESPONDENCE DATA	
Fax Number:	(214)978-3099
<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:	214-978-3000
Email:	docket@bakermckenzie.com
Correspondent Name:	BAKER & MCKENZIE LLP PATENT DEPARTMENT
Address Line 1:	2001 ROSS AVENUE
Address Line 2:	SUITE 2300
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	PARA 104
NAME OF SUBMITTER:	GUY F. BIRKENMEIER
SIGNATURE:	/Guy F. Birkenmeier, Reg. No. 52622/
DATE SIGNED:	03/20/2017
Total Attachments: 17	
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PROPRIETARY INFORMATION AGREEMENT

THIS PROPRIETARY INFORMATION AGREEMENT (the "Agreement") is made by and between (i) PA LLC, a Delaware limited liability company (the "Company") and (ii) Laurent Olivier (the "Covenantor").

WITNESSETH:

WHEREAS Covenantor is being engaged to perform services on behalf of the Company. In connection with the services to be performed by Covenantor, information of a confidential or proprietary nature may be disclosed to the Covenantor by the Company;

WHEREAS the Covenantor desires to provide services to the Company as an employee or independent contractor and the Company desires to protect its legitimate business interest; and

WHEREAS the Company is unwilling to employ or contract with the Covenantor unless and until the Covenantor agrees to execute this Agreement.

NOW, THEREFORE, both parties acknowledge that the Confidential Information (defined below) is a valuable asset of the Company, as the case may be, and that providing Covenantor access to Confidential Information (and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged) is adequate consideration for the promises and covenants that follow:

1. Non-Disclosure of Confidential Information.

(a) The Covenantor agrees that Covenantor will not at any time, during or after his relationship with the Company, except as authorized or directed herein or in writing by the Company, as the case may be, use for the Covenantor's own benefit (or for the benefit of any person or entity other than the Company), copy, reveal, sell, exchange or give away, disclose, divulge or make known or available in any manner to any person, firm, corporation or other entity (whether or not the Covenantor receives any benefit therefrom), any Confidential Information, which shall include all knowledge, information and documents of a confidential nature or which is not generally known to the public; provided, however, the term "Confidential Information" shall not include information which is or becomes generally available to the public other than as a result of a breach of this Agreement.

(b) The Covenantor will take all actions necessary to ensure that the Confidential Information of the Company is maintained as secret and confidential. The Covenantor expressly stipulates and agrees that any breach or threatened breach of the obligations imposed by this Section 1 will cause irreparable harm and that any such breach will be grounds for termination. The confidentiality obligations contained in this Agreement shall apply irrespective of the novelty, invention, patentability, state of the prior art, and the level of skill in the business, art, or field to which the subject matter of any such information pertains. Regardless of when the Company takes measures to prevent any such information from becoming available to persons other than those selected by the Company to have access thereto for limited purposes, a trade secret is considered to be secret, of value, for use or in use by the business, and of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it.

(c) If Covenantor is requested or required (by oral question, interrogatories, investigative demand or similar process) to disclose any Confidential Information of the Company, Covenantor will promptly notify the Company of such request or requirement prior to any such disclosure

so that the Company and/or such may seek an appropriate protective order or waive compliance with provisions of this Agreement.

2. Confidential Information; Technology.

(a) "Confidential Information" shall mean (i) any and all trade secrets of the Company; (ii) Technology (defined below); (iii) all information or knowledge belonging to, used by, or which is in the possession of the Company relating to such entity's business, business plans, budgets, forecasts, strategies, pricing, sales methods, clients, vendors, programs, finances, costs, employees (including, without limitation, the names, addresses or telephone numbers of any employees), employee compensation rates or policies, marketing plans, development plans, computer programs, computer systems, inventions, developments, know-how or confidences of the Company or any such entity's business, without regard as to whether any of such Confidential Information may be deemed confidential or material to any third party; (iv) any information, discovery or knowledge discovered by the Covenantor from the use of the Confidential Information or otherwise from or through the Company, their respective agents or related parties, including any improvements to Technology by the Covenantor; (v) any information or materials relating to third parties that are being evaluated by the Company as a potential acquisition target or other business opportunity, including information or materials as to which such third parties may have rights; and (vi) all other information or materials which the Company may from time to time designate and treat as confidential and proprietary or as a trade secret. The Covenantor also acknowledges that his salary and any incentive equity grant or option information is also confidential and that disclosure of such to other employees is grounds for immediate termination of employment for "Cause."

(b) The term "Technology" shall include any presently existing or improvements to proprietary technology, know-how, discoveries, inventions, research and development plans and projects, prototypes and related information, whether or not patentable and whether or not reduced to practice, which have been acquired, developed, optioned or owned by (or the rights to which have been licensed to) the Company, their respective suppliers or third parties that are being evaluated by the Company as a potential opportunity. The term "Technology" shall further include, but not be limited to, mechanical, electronic, computer, engineering and other scientific and practicable information, drawings, specifications, notes, models, techniques, processes, computer software, scientific discoveries, experiments, data, technologies, equipment designs, training, devices, charts, manuals, records, notebooks, other writings, compilations or tangible embodiments of information created, developed, compiled or otherwise owned by the Company or (or the rights to which have been optioned or licensed to) the Company, their respective suppliers or persons or entities that are being evaluated by the Company as a potential opportunity, together with all improvements thereto.

(c) Covenantor hereby stipulates to the confidentiality and materiality of the Confidential Information described herein. Covenantor further agrees that he is under no obligation to any person or entity which is in any way inconsistent with this Agreement or which imposes any restriction on behalf of the Company. The Covenantor also acknowledges that he has been instructed that during the term of employment by the Company or while under contract with the Company, Covenantor is not to divulge to the Company, their respective employees or consultants any confidential information obtained from any previous employers or any other person, including without limitation any confidential information related to any Prior Invention (defined below).

3. Return of Records. All Confidential Information, including, without limitation, records, files memoranda, reports, price lists, customer lists, drawings, plans, sketches, documents, equipment, personnel data, inclusive of employee compensation and otherwise company proprietary data, and the like, relating to the business of the Company, which Covenantor shall use or prepare or come into contact

with, shall remain the sole property of the Company. Upon demand of the Company, the Covenantor shall deliver all documentation, records, notes, data, memoranda, models and equipment of any nature, including all copies and/or extracts therefrom, that are or were in the Covenantor's possession or under its control and that are the property of the Company or comprise part of or otherwise relate to the Confidential Information will be returned to the Company, as the case may be, immediately upon the owning company's request; provided that Confidential Information not so requested or returned will be destroyed and certified by Covenantor to the Company that Covenantor has done so.

4. Inventions, Discoveries and Improvements. All inventions, discoveries, and improvements, whether patentable, made, devised, or discovered by the Covenantor, whether by himself or jointly with others, during the employment of the Covenantor or while under contract and performing services for the Company, relating to or pertaining in any way to the business of the Company, shall be promptly disclosed in writing to the CEO (or such other officer as the CEO may designate) of the Company and are to redound to the benefit of the Company and become and remain the sole and exclusive property of the Company. The Covenantor agrees to execute any assignments to the Company or its nominee of his entire right, title and interest in and to any such inventions, discoveries and improvements and to execute any other instruments and documents requisite or desirable in applying for and obtaining patents, at the cost of the Company, with respect thereto in the United States and in all foreign countries, that may be requested by the Company. The Covenantor further agrees, whether or not then in the employ of the Company or under contract with the Company, to cooperate to the extent and in the manner requested by the Company in the prosecution or defense of any patent claims or any litigation or other proceeding involving any inventions, trade secrets, processes, discoveries, or improvements covered by this Agreement, but all expenses thereof shall be paid by the Company. It is understood that all inventions, if any, patented or unpatented, which Covenantor made, devised, or discovered (or so participated therein), prior to employment by the Company are excluded from the scope of this provision (such inventions, "Prior Inventions"). The Covenantor warrants that Covenantor has inserted in Schedule "A" attached hereto and made a part hereof a complete list of all prior inventions of Covenantor, if any, including numbers of all patents, and patent applications, which are not subject to this Section 4.

5. Complete Agreement. This Agreement contains the sole and entire agreement between the parties as to the matters contained herein and integrates and supersedes any and all other agreements between them.

6. Choice of Law; Jurisdiction. The laws of the State of Florida shall govern this Agreement. Any action hereunder shall be taken in a State Court located in Brevard County, Florida. The parties hereto waive and agree that they shall not assert that such forum is inconvenient or improper. In the event either party initiates action to enforce his, her or its rights hereunder, the prevailing party shall recover from the non-prevailing party its reasonable expenses, court costs, including taxed and untaxed costs, and reasonable attorneys' fees, whether suit be brought or not.

7. Invalid Provision. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereto, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8. Assignment. This Agreement shall be construed as a contract for personal services by Covenantor to the Company and shall not be assignable by Covenantor. This Agreement may be assigned by the Company.

9. Cumulative Rights. Unless otherwise provided herein, all rights, powers and privileges conferred upon the parties by law, this Agreement or otherwise shall be cumulative.

10. Waiver. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any party with its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of the parties' right to demand exact compliance with the terms hereof.

11. Equitable Remedies. In the event of any actual or threatened default in or breach of any of the terms, conditions and provisions of this Agreement by the Covenantor, the Company shall have the right to specific performance or injunctive relief in addition to any and all rights and remedies at law or in equity and all such rights and remedies shall be cumulative. Additionally, Covenantor waives, to the greatest extent permissible, any requirement that the Company post bond or other security as a precondition to an injunction, whether temporary or permanent.

12. Counterparts: Facsimile as Original. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Further, this Agreement may be executed and delivered via telecopy and once so delivered such executed document shall be deemed to be an original.

13. Pronouns. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the context may require.

IN WITNESS WHEREOF, the parties hereto have executed and this Agreement is made effective as of the date of execution of the last party to execute below.

“Company”

“Covenantor”

PA LLC

By:

Name: David Szostak

Title: CFO

Date:

4/12/11

Laurent Olivier

Date:

4/12/2011

SCHEDULE "A"

PRIOR INVENTIONS

The Covenantor warrants that Covenantor has inserted below a complete list of all prior inventions of Covenantor, if any, including numbers of all patents and patent applications, or a brief description of all such inventions in the event such inventions are not the subject of a patent or patent application (provided that Covenantor is not bound by an obligation of confidentiality preventing such description). Covenantor further warrants that, if no items are listed below, Covenantor has had no such prior inventions. IF NO INVENTIONS, PLEASE SO INDICATE BY YOUR INITIALS: LO.

PRIOR COMPANY	DESCRIPTION OF INVENTION
1. ___OK Technologies, LLC & Laurent Olivier___	Patent: #7,731,163 Mixing Educator; #7,481,935 Wast water treatment process; #7,442,306-#7,244,356-#7,306,7333-#7,025,883 autotrophic sulfur denitrification chamber calcium reactor.
2. ___OK Technologies, LLC & Laurent Olivier___	Application: #20090261486 mixing educator; #20080236505-#20060112895 System for raising animal; #20060144784-#20050109695-#20050133423 autotrophic denitrification chamber calcium reactor; #20050109697 system for raising animals.
3. _____	
4. _____	

EMPLOYMENT AGREEMENT

This Employment Agreement, dated December 10, 2007, is between PetroAlgae, LLC, a Delaware limited liability company (the "**Company**") and Laurent Olivier, 2616 Quay Dock Road, Vero Beach, FL 32967 ("**Employee**").

1. POSITION AND RESPONSIBILITIES

(a) Position: Employee is employed by the Company to render services to the Company in the position of Process Engineer. Employee shall perform such duties and responsibilities as are normally related to such position in accordance with the standards of the industry and any additional duties now or hereafter assigned to Employee by the Company. Employee shall abide by the Company's rules, regulations, and practices as adopted or modified from time to time in the Company's sole discretion.

(b) Other Activities: Except upon the prior written consent of the Company, Employee will not, during the term of this Agreement, (i) accept any other employment; (ii) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that might interfere with Employee's duties and responsibilities hereunder or create a conflict of interest with the Company; or (iii) during the term of this Agreement and, in the event of a termination For Cause or any at-will termination by Employee, for a period of two (2) years following any such termination, Employee will not act either directly or indirectly as a partner, officer, director, stockholder (other than as an owner of not more than (2%) of the outstanding capital stock of any company whose shares are publicly traded on a recognized national, international or regional securities exchange or quoted on the NASDAQ System of the National Association of Securities Dealers, Inc.), employee, salesperson or agent, or render advisory or other services for, or in connection with, or become interested in, or make any substantial financial investment, in any firm, corporation, business entity or business enterprise competitive with the business of the Company or its subsidiaries, except with the express written consent of the Board of Directors of the Company. In connection with the foregoing provisions of this Section 1(b), Employee represents that his experience, capabilities and circumstances are such that the provisions of this Section will not prevent him from earning a livelihood and that the limitations set forth herein are reasonable and properly required for the adequate protection of the Company. If the Company or its successors in interest shall make application to a court of competent jurisdiction for injunctive relief, then the noncompetition period specified herein shall be tolled from the time of application for injunctive relief until the date of final adjudication of the claim for injunctive relief. Additionally, Employee waives, to the greatest extent permissible, any requirement that the Company post bond or other security as a precondition to an injunction, whether temporary or permanent. The two (2) year period referenced in this Section 1(b) shall be tolled and extended day-for-day during any time that Employee is in violation of the restrictions set forth herein.

REDACTED

REDACTED

REDACTED

(c) Upon termination of Employee's employment for any reason other than the death of Employee, Employee agrees to participate in an exit interview with designees of the Company.

(d) Employee agrees that any and all of Employee's obligations under this Section and Sections 1(b), Section 7 (including the Proprietary Information Agreement) and Section 8 hereof shall survive the termination of employment and the termination of this Agreement.

7. **INVENTIONS AND PROPRIETARY INFORMATION; PROHIBITION ON THIRD PARTY INFORMATION**

(a) Employee acknowledges that because of Employee's position in the Company, Employee will have access to material intellectual property and confidential information. During the term of Employee's employment and for two (2) years thereafter, in addition to Employee's other obligations hereunder or under the Proprietary Information Agreement dated as of the date hereof between the Company and the Employee (the "**Proprietary Information Agreement**"), Employee shall not, for Employee or any third party, directly or indirectly (a) divert or attempt to divert from the Company any business of any kind, including without limitation the solicitation of or interference with any of its customers, clients, members, business partners or suppliers, or (b) solicit or otherwise induce any person employed by the Company to terminate his employment. Employee acknowledges that Employee's execution of the Proprietary Information Agreement shall be a condition to employment by the Company. The two (2) year period referenced in this Section 7(a) shall be tolled and extended day-for-day during any time that Employee is in violation of the restrictions set forth herein.

(b) Employee represents and warrants and covenants to the Company that Employee shall not disclose to the Company or any affiliate of the Company, or use, or induce the Company or any affiliate of the Company to use, any proprietary information or trade secrets of others at any time, including but not limited to any proprietary information or trade secrets of any former employer, if any; and Employee acknowledges and agrees that any violation of this provision shall be grounds for Employee's immediate termination and could subject Employee to substantial civil liabilities and criminal penalties. Employee further specifically and expressly acknowledges that no officer or other employee or representative of the Company or any affiliate of the Company has requested or instructed Employee to disclose or use any such third party proprietary information or trade secrets.

8. **ENTIRE AGREEMENT**

This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by the Company and may not be contradicted by evidence of any prior or contemporaneous statements or agreements,

except for agreements specifically referenced herein (including the Proprietary Information Agreement, Plan and Award Agreement). To the extent that the practices, policies or procedures of the Company, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. Any subsequent change in Employee's duties, position, or compensation will not affect the validity or scope of this Agreement.

9. AMENDMENTS; WAIVERS; REMEDIES

This Agreement may not be amended or waived except by a writing signed by Employee and by a duly authorized representative of the Company other than Employee. Failure to exercise any right under this Agreement shall not constitute a waiver of such right. Any waiver of any breach of this Agreement shall not operate as a waiver of any subsequent breaches. All rights or remedies specified for a party herein shall be cumulative and in addition to all other rights and remedies of the party hereunder or under applicable law.

10. ASSIGNMENT; BINDING EFFECT

(a) The performance of Employee is personal hereunder, and Employee agrees that Employee shall have no right to assign and shall not assign or purport to assign any rights or obligations under this Agreement. This Agreement may be assigned or transferred by the Company. In the event of the sale, merger or consolidation of the Company or any of its assets, Employee agrees that Company may assign its rights and obligations hereunder to its successor or purchaser. Nothing in this Agreement shall prevent the consolidation, merger or sale of the Company or a sale of any or all or substantially all of its assets.

(b) Subject to the foregoing restriction on assignment by Employee, this Agreement shall inure to the benefit of and be binding upon each of the parties; the affiliates, officers, directors, agents, successors and assigns of the Company; and the heirs, devisees, spouses, legal representatives and successors of Employee.

11. NOTICES

All notices or other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered (a) by hand or (b) by an internationally recognized overnight courier service or (c) by first class registered or certified mail, return receipt requested, to the principal address of the other party, as set forth below. The date of notice shall be deemed to be the earlier of (i) actual receipt of notice by any permitted means, or (ii) five business days following dispatch by overnight delivery service or first class registered or certified mail. Employee shall be obligated to notify the Company in writing of any change in Employee's address. Notice of change of address shall be effective only when done in accordance with this paragraph.

Company's Notice Address:

1901 S. Harbor City Blvd.
Suite 300
Melbourne, FL 32901

Employee's Notice Address:

2616 Quay Dock Road
Vero Beach, FL 32967

12. SEVERABILITY

If any provision of this Agreement shall be held by a court or arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect. In the event that the time period or scope of any provision is declared by a court or arbitrator of competent jurisdiction to exceed the maximum time period or scope that such court or arbitrator deems enforceable, then such court or arbitrator shall reduce the time period or scope to the maximum time period or scope permitted by law.

13. TAXES

All amounts paid under this Agreement (including without limitation Base Salary and Severance) shall be paid less all applicable state and federal tax withholdings and any other withholdings required by any applicable jurisdiction.

14. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America. All actions under this Agreement shall be taken in a court of competent jurisdiction within Brevard County, Florida and Employee hereby waives and agrees that he shall not assert that such forum is inconvenient.

15. INTERPRETATION

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Sections and section headings contained in this Agreement are for reference purposes only, and shall not affect in any manner the meaning or interpretation of this Agreement. Whenever the context requires, references to the singular shall include the plural and the plural the singular.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement, but all of which together shall constitute one and the same instrument.

17. AUTHORITY

Each party represents and warrants that such party has the right, power and authority to enter into and execute this Agreement and to perform and discharge all of the obligations hereunder; and that this Agreement constitutes the valid and legally binding agreement and obligation of such party and is enforceable in accordance with its terms.

18. SURVIVAL

The provisions of this Agreement shall continue and survive for the periods set forth herein unless or until there is a completion and fulfillment of all the conditions, covenants and warranties herein.

19. COSTS OF ENFORCEMENT

In the event either party initiates action to enforce his, her or its rights hereunder, the substantially prevailing party shall recover from the substantially non-prevailing party its reasonable expenses, court costs, including taxed and untaxed costs, and reasonable attorneys' fees, whether suit be brought or not (jointly referred as to "Expenses"). As used herein, Expenses include expenses incurred in any appellate or bankruptcy proceeding. All such Expenses shall bear interest at the highest rate allowable under the laws of the State of Florida from the date the substantially prevailing party pays such Expenses until the date the substantially non-prevailing party repays such Expenses. Expenses incurred in enforcing this paragraph shall be covered by this paragraph. For this purpose, the court is requested by the parties to award actual costs and attorneys' fees incurred by the substantially prevailing party, it being the intention of the parties that the substantially prevailing party be completely reimbursed for all such costs and fees. The parties request that inquiry by the court as to the fees and costs shall be limited to a review of whether the fees charged and hourly rates for such fees are consistent with the fees and hourly rates routinely charged by the attorneys for the substantially prevailing party.

20. EMPLOYEE ACKNOWLEDGMENT

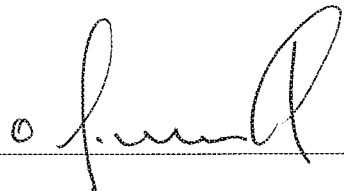
EMPLOYEE ACKNOWLEDGES EMPLOYEE HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL CONCERNING THIS AGREEMENT, THAT EMPLOYEE HAS READ AND UNDERSTANDS THE AGREEMENT, THAT EMPLOYEE IS FULLY AWARE OF ITS LEGAL EFFECT, AND THAT EMPLOYEE HAS ENTERED INTO IT FREELY BASED ON

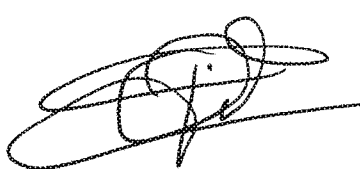
EMPLOYEE'S OWN JUDGMENT AND NOT ON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

PETROALGAE, LLC ("COMPANY")

EMPLOYEE:

By: 
Name: _____
Title: _____



Laurent Olivier

REDACTED

REDACTED

REDACTED