

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4348612

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	LICENSE	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CETANE ENERGY, LLC	10/01/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WB TECHNOLOGIES, LLC	
<b>Street Address:</b>	300 INDUSTRIAL DRIVE	
<b>City:</b>	SEDGWICK	
<b>State/Country:</b>	KANSAS	
<b>Postal Code:</b>	67135	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8563792	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(301)680-1969	
<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>	301-706-5975	
<b>Email:</b>	ddgreene@greenepatlaw.com, USPTO@dockettrak.com	
<b>Correspondent Name:</b>	DOSTER GREENE, LLC	
<b>Address Line 1:</b>	2 WISCONSIN CIRCLE	
<b>Address Line 2:</b>	SUITE 700	
<b>Address Line 4:</b>	CHEVY CHASE, MARYLAND 20815	
<b>ATTORNEY DOCKET NUMBER:</b>	8563792	
<b>NAME OF SUBMITTER:</b>	DINNATIA DOSTER-GREENE	
<b>SIGNATURE:</b>	/DINNATIA DOSTER-GREENE/	
<b>DATE SIGNED:</b>	03/31/2017	
<b>Total Attachments: 5</b>		
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## TECHNOLOGY LICENSE AGREEMENT

THIS AGREEMENT is made on this 1st day of October, 2013 ("Effective Date"), by and between Cetane Energy, LLC (a New Mexico limited liability company) and Richard Aves (collectively "Licensor"), and WB Technologies, LLC, a Kansas limited liability company ("Licensee").

WHEREAS, Licensor has technical resources and know-how concerning certain renewable diesel technology, as more specifically described in Exhibit A hereto ("RDT");

WHEREAS, Licensee desires to receive a license to sublicense, market, sell, install, use, operate, and maintain the RDT developed by Licensor; and

WHEREAS, Licensor desires to provide such a license to Licensee subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the following premises, the mutual promises, covenants and agreements contained herein, the parties agree as follows:

### **ARTICLE I** **Definitions**

1.1 "RDT" shall include any and all processes and technology concerning that renewable diesel technology described on Exhibit A hereto, and any upgrades, modifications, new procedures and/or improvements directly related to such procedures and/or technology.

1.2 "Technical Information" shall include any data, information, trade secrets or know-how used by Licensor in the development of RDT. Such information shall include, but not be limited to, technical drawings, prototypes, design mock-ups, computer aided design outputs, blueprints, specifications, test data, charts, graphs, operation sheets and any communications with any person or entity, concerning the patenting, licensing and/or development of RDT under this Agreement.

### **ARTICLE II** **License Grant**

2.1 License. Licensor hereby grants Licensee, subject to the terms of this Agreement, the perpetual right and license to sublicense, market, sell, install, use, operate, and maintain RDT and the Technical Information anywhere in the world. Licensee shall have the absolute right to sublicense the RDT and Technical Information under this Agreement.

2.2 Exclusiveness. Licensee's license under this Agreement is exclusive as to (i) all facilities co-located with any ethanol plant, and (ii) all facilities utilizing Distillers Corn Oil (DCO) as the primary feedstock. "Co-located" shall mean any facility that in any way utilizes or benefits from any ethanol plant's infrastructure, including, but not limited to, its facilities, structures, roads, utilities, land, permits, railroad, pipelines, tanks, storage, or labor. Licensee's license under this Agreement is non-exclusive as to all other uses. Licensor shall not enter into

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any other license in violation of this subsection and shall include strict prohibitions in any subsequent licenses to assure Licensee the exclusive rights granted to it by this subsection.

2.2 Licensor's Representations and Covenants. Licensor warrants and represents that Licensor is the exclusive owner of RDT and any associated Technical Information and has the right to grant the license hereby granted to Licensee, and that Licensor has not previously granted any third party rights which conflict in any way with the rights granted hereunder. Licensor agrees to diligently prosecute the patent application for the RDT until the patent is issued, and to thereafter keep the patent in place with all necessary fees paid and filings made.

2.3 New Inventions. If during the term of this Agreement Licensor makes any improvements or modifications to any of the Technical Information, or makes any new inventions which may be used in RDT, then the license granted herein shall be considered to extend, without additional compensation, to such improvements, modifications, or new inventions for use in connection with RDT as authorized by this Agreement. New inventions developed by Licensee, the purpose of which, directly or indirectly, is to be utilized in conjunction with the RDT and/or the Technical Information shall be the exclusive property of Licensee.

2.4 Technology Assurances. Licensor guarantees the RDT and Technical Information will operate and produce renewable diesel as represented.

2.5 Engineering Services and Support. Licensor agrees to provide Licensee engineering and technology support and services for the RDT and reactor and associated area design during the term of this Agreement.

2.6 Licensing Fees. Licensee agrees to pay Licensor a one-time licensing fee per project of \$.10 per nameplate gallon upon (i) completion of construction of each facility utilizing the RDT and Technical Information, and (ii) stabilization of production of renewable diesel fuel at each such facility.

### ARTICLE III Intellectual Property Indemnification

Licensor represents and warrants that it has full right, title and interest in and to any and all RDT and Technical Information. Licensor acknowledges that Licensee has not conducted, and will not be conducting, any investigation to determine whether or not the processes and technology embodied by the RDT and its underlying Technical Information is owned by anyone other than Licensor. Therefore, Licensor agrees to defend, hold harmless, and indemnify Licensee and its members, managers, officers, directors, trustees, partners, principals, employees, agents, contractors, and their affiliates (collectively "Indemnified Parties") from any and all claims of intellectual property infringement relating in any way to use of RDT and/or Technical Information. Licensor's obligations to defend, hold harmless, and indemnify extend to both claims and threatened claims, and any damages resulting therefrom, including, but not limited to, any costs and attorneys' fees incurred by any Indemnified Parties relating in any way to such claims or threatened claims.

## ARTICLE IV

### Term

The term of this Agreement and the license granted hereunder shall be for an initial term of 5 years, renewing automatically for 5 additional years with the payment of any license fees under Article 2.6.

## ARTICLE V

### Miscellaneous

5.1 Independent Contractor. This Agreement does not constitute either party as the partner, joint venturer, employee, agent or legal representative of the other party for any purpose whatsoever. Neither party has granted any right nor authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner. At all times, each party, in fulfilling its obligations pursuant to this Agreement, shall be acting as an independent contractor.

5.2 Notices. Any notices or other communication to be given under this Agreement by one party to the other shall be in writing and delivered personally, or delivered by overnight messenger service, or delivered by telecopy or facsimile transmission, or sent by United States registered or certified mail, postage prepaid, addressed as follows:

**If to Licensors:**

Cetane Energy, LLC and Richard Aves  
3302 E. Green  
Carlsbad, NM 88220  
c/o Richard Aves

**If to Licensee:**

WB Technologies, LLC  
300 Industrial Drive  
Sedgwick, KS 67135  
Attn: Ronald J. Beemiller

5.3 Entire Agreement; Modifications. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior proposals, negotiations, communications, representations, written or oral agreements and understandings between the parties with respect to the subject matter hereof. No modification of any term or provision of this Agreement shall be enforceable unless embodied in a writing executed by all parties to this Agreement.

5.4 Waiver; Remedies Cumulative. The waiver by either party hereto of any of its rights or breaches of the other party under this Agreement in a particular instance shall not be construed as a waiver of the same or different rights or breaches in subsequent instances. All remedies, rights, undertakings and obligations hereunder shall be cumulative and none shall operate as a limitation of any other remedy, right, undertaking or obligation thereof.

5.5 Assignments. Licensee shall have the right to assign this Agreement and the rights granted to it under this Agreement. Licensor may not assign any of its obligations hereunder.

5.6 Not Used

5.7 Severability. If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties. However, if the intent of the parties cannot be preserved, this Agreement shall be renegotiated or the parties shall have the court select a replacement provision expressing, as close as possible, the intent of the parties which would render the Agreement enforceable.

5.8 Cooperation/Further Assurances. Each party shall execute any instruments reasonably believed by the other party to be necessary to implement the provisions of this Agreement.

5.9 Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

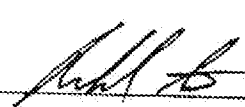
5.10 Recitals. The recitals first set forth above are incorporated in this Agreement as if they had been fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, by their signatures below, represent that the identified representatives have authority to bind the parties, and that the parties agree that they are legally bound by the terms and conditions of this Agreement.

LICENSOR  
Cetane Energy, LLC

LICENSEE  
WB Technologies, LLC

By: 

By: 

Printed Name: Richard Aves

Printed Name: Ronald J. Beemiller II

Title: CEO

Title: Principal / President

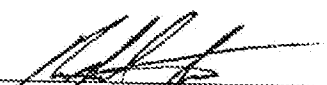
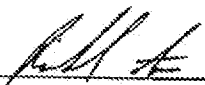
  
Richard Aves, individually

Exhibit A to License Agreement  
Between Cetane Energy, LLC and Richard Aves (collectively "Licensor")  
and WB Technologies, LLC ("Licensee")  
Dated ~~June~~ 1, 2013  
October


RDT Description	USPTO Identification (if available)
1. Renewable Diesel Technology – Hydro treating organic oils and greases to create renewable diesel	US 2010/0155296

LICENSOR  
Cetane Energy, LLC

By: 

Printed Name: Richard Aves

Title: CEO

  
Richard Aves, individually

LICENSEE  
WB Technologies, LLC

By: 

Printed Name: Ronald J. Beemiller II

Title: Member