

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4382012

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CORDES & COMPANY	07/07/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MICRONIZING TECHNOLOGIES, LLC	
<b>Street Address:</b>	1087 GREAT MEADOW DRIVE	
<b>City:</b>	ALLEN	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	75013	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	6227473
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(214)238-8401	
<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>	2142388400	
<b>Email:</b>	docketing@griffithbates.com	
<b>Correspondent Name:</b>	GRIFFITH BATES CHAMPION & HARPER LLP	
<b>Address Line 1:</b>	5910 N. CENTRAL EXPRESSWAY	
<b>Address Line 2:</b>	SUITE 1050	
<b>Address Line 4:</b>	DALLAS, TEXAS 75206	
<b>ATTORNEY DOCKET NUMBER:</b>	215.00005	
<b>NAME OF SUBMITTER:</b>	SHANNON W. BATES	
<b>SIGNATURE:</b>	/Shannon W. Bates/	
<b>DATE SIGNED:</b>	04/24/2017	
<b>Total Attachments: 11</b>		
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## BILL OF SALE AND ASSIGNMENT OF INTANGIBLE ASSETS

Cordes & Company, a Colorado corporation (the "**Receiver**"), does hereby sell, transfer, assign and convey unto Micronizing Technologies, LLC, a Texas limited liability company (the "**Purchaser**"), the PulseWave Assets consisting of tangible and intangible Assets as defined in that certain Asset Purchase Agreement entered into by and between the Purchaser and the Receiver dated March 25, 2016 (the "**Agreement**"), including but not limited to all common law rights, trademark registrations and applications, and the goodwill of the business symbolized by use of these assets, in consideration of payment by the Purchaser of the Purchase Price (as defined in the Agreement), the receipt and sufficiency of which the Receiver hereby acknowledges.

The terms of the Agreement, including, but not limited to, the Receiver's disclaimer of representations, warranties, covenants, agreements and indemnities relating to the PulseWave Assets, are incorporated herein by this reference.

The Receiver hereby covenants that the Receiver will do such further acts and execute and deliver all such transfers, assignments, conveyances, powers of attorney, and assurances requested by the Purchaser, from time to time, for better conveying and confirming unto the Purchaser the entire right, title and interest of the Receiver in the Assets hereby sold, transferred, assigned and conveyed to the Purchaser.

It is understood that the Receiver, contemporaneously with the execution and delivery of this Bill of Sale and Assignment of Intangible Assets, and a certified copy of the order approving this sale from the District Court of Jefferson County, Colorado, may be further executing other instruments of transfer, the purpose of which is to supplement, facilitate, or otherwise implement the transfers intended hereby.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Bill of Sale and Assignment of Intangible Assets effective this 7th day of July, 2016.

### RECEIVER:

CORDES & COMPANY, a Colorado corporation, solely in its capacity as the state court appointed receiver for PULSEWAVE, LLC

By: 

Patrick M. Donovan, Managing Director

**EXHIBIT E**  
**PURCHASED ASSETS**

The assets of PulseWave shall consist of the following (the "Purchased Assets"):

1. All known and unknown patents and patent applications with all rights thereto (whether valid, expired, abandoned, lapsed, or otherwise), and all common law rights and the goodwill of the business symbolized by use of these assets including but not limited to the following six (6) known patents and five (5) known patent applications:

- a. U.S. Patent No. 6726133 [April 27, 2004 -- Process for micronizing materials];
- b. U.S. Patent No. 6991189 [January 31, 2006 - Process for micronizing materials];
- c. U.S. Patent No. 6135370 [October 24, 2000 - Apparatus and methods for pulverizing materials into small particles];
- d. U.S. Patent No. 6405948 [June 18, 2002 - Liberating intracellular matter from biological material];
- e. U.S. Patent No. 6227473 [May 8, 2001 - Apparatus and methods for pulverizing materials into small particles];
- f. European Patent No. EP1420886 [May 26, 2004 - Process for micronizing materials];
- g. European Patent Application No. EP1879699 [Filed May 8, 2006 - Processing of grains and the like];
- h. Patent Application No. EP20060759468 [Filed May 8, 2006 - Processing of Grains and the Like];
- i. United States Patent Application No. 11/918175 -- Methods for Reduction of Pollutants from Carbonaceous Materials Prior to Combustion;
- j. United States Patent Application No. 11/920105 -- Processing of Grains and the Like;
- k. United States Patent Application No. 11/918177 - Beneficiation of Hydrocarbons from Mineral Matrices; and
- l. Any and all other patents and/or patent applications of PulseWave, regardless of the venue in which applied for or issued.

2. All PulseWave milling and micronizing machines, both known and unknown (each referred to as a "Mill" and collectively as the "Mills"), each Mill to include its related components being construed to include but not be limited to: all existing electric drive motors, pulleys, belts, electrical control panels, metal frames and chassis (aka "cages"), product feed bins and storage bins, scales, screw and belt conveyors and conveyances, air filtration devices and components, parts and spare parts, and all other manner of components, appurtenances, documentation or otherwise that attend the Mills (individually and collectively the "Mill Components"), whether then in the immediate proximity of any Mill or at one or more locations diverse from the Mills, including but not limited to those three (3) known Mills and related Mill Components located as follows:

- a. One Mill and related Mill Components located at Kansas State University ("KSU") at Manhattan, Kansas, last believed to be located in or around Shellenberger Hall and subject to having been moved or located elsewhere in whole or in part;
- b. One Mill and related Mill Components leased to Siemer Milling Company, an

Illinois corporation ("Siemer") pursuant to that certain Research and Development Agreement between PulseWave and Siemer dated August 9, 2009 (the "Siemer Lease"), which Mill is believed by the Receiver to be located at or near Siemer's facility in Teutopolis, Illinois but subject to having been moved or located elsewhere in whole or in part, together with all of PulseWave's right, title and interest under the Siemer Lease in which ownership and title to the Mill remains with PulseWave; and

- c. One Mill and related Mill Components leased to Integrated Resource Recovery, Inc., a Delaware corporation ("IRR") pursuant to that certain Mill Lease and License Agreement between PulseWave and IRR dated as of February 8, 2008 ("IRR Lease"), which Mill was last believed to be located in or around Chehalis, Washington, and all of PulseWave's rights, title and interest under the IRR Lease in which ownership and title to the Mill remains with PulseWave.

3. The right, title and ownership to all licensing, research and development agreements, leases, royalties, rental contracts, or other instruments, including wherever possible the original executed agreements or copies thereof evidencing all right, title, and interest of PulseWave in the Purchased Assets, all of which shall be transferred to and become the property of Purchaser.

4. All rights and ownership to any and all judgments, including but not limited to the underlying values and extended benefits attaching thereto, whether known or unknown, past, present and future, obtained in any U.S. or other Bankruptcy Courts, U.S. District Courts, U.S. Courts of Appeals, State Courts, County Courts and any and all other courts and jurisdictions by PulseWave as it may have obtained such judgments against any of its members or any other persons or entities and any persons or entities acting in concert therewith relating to any activities including but not limited to: (i) the improper or illegal transfer or conveyance of any patents, patent applications, Intellectual Property, leases, and agreements of any kind of PulseWave; (ii) the improper or illegal transfer or conveyance of any and all other Purchased Assets of PulseWave, whether currently known or unknown, and whether past, present or future; and (iii) any and all other judgments obtained for any reason.

5. The PulseWave name, logos, trademarks, service marks and all other manner of recognition of the PulseWave entity and its marks and all related Intellectual Property.

6. All testing and research results and documentation associated therewith, including any physical materials resulting from the testing thereof, as well as any documentation relating to the design and construction of any of the Purchased Assets, including but not limited to the Mills, to include any documentation relating to the applications and filing for any patents and other Intellectual Property rights.

7. All machinery, equipment, manufacturing components, trucks, trailers, cars, forklift trucks, other vehicles furnishings, furniture, fixtures, leases, royalties and licensing rights of PulseWave currently known and unknown, both past, present and future, together with all rights relating thereto.

8. All other physical and Intellectual Property, without limitation, now or later determined to be a part of the Purchased Assets.

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Re: **U.S. Patent No. 6,135,370**  
Title: Apparatus and methods for pulverizing materials into small particles  
Filed: April 12, 1999  
Issued: October 24, 2000

Re: **U.S. Patent No. 6,227,473**  
Title: Apparatus and methods for pulverizing materials into small particles  
Filed: April 12, 1999  
Issued: May 8, 2001

Re: **U.S. Patent No. 6,405,948**  
Title: Liberating intracellular matter from biological material  
Filed: August 30, 1999  
Issued: June 18, 2002

Re: **U.S. Patent No. 6,726,133**  
Title: Process for micronizing materials  
Filed: August 31, 2001  
Issued: April 27, 2004

Re: **U.S. Patent No. 6,991,189**  
Title: Process for micronizing materials  
Filed: March 5, 2004  
Issued: January 31, 2006

Re: **U.S. Patent Application No. 11/918,175**  
Title: Methods for reduction of pollutants from carbonaceous materials prior to combustion  
Filed: October 9, 2007

Re: **U.S. Patent Application No. 11/918,177**  
Title: Beneficiation of hydrocarbons from mineral matrices  
Filed: October 9, 2007

Re: **U.S. Patent Application No. 11/920,105**  
Title: Processing of grains and the like  
Filed: August 6, 2009

**DECLARATION CONFIRMING ASSIGNMENT OF PATENT ASSETS**

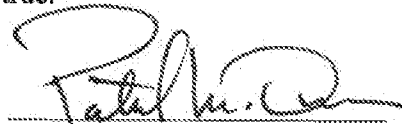
I declare under penalty of perjury as follows:

1. I, Patrick M. Donovan, make this declaration in support of the above-identified patents and patent applications.

2. The facts stated in this Declaration are within my personal knowledge and are true.
3. I am a Managing Director of Cordes & Company, a Colorado corporation.
4. On November 9, 2010, the District Court of Jefferson County, Colorado ("the Court") placed PulseWave LLC ("PulseWave") into receivership.
5. On December 15, 2010, the Court appointed Cordes & Company as Receiver for PulseWave. Pursuant to that Order of Receivership, Cordes & Company was granted all powers and authority to, *inter alia*, manage, sell, license or assign any intellectual property, including the above-identified patents and patent applications, of PulseWave.
6. On March 25, 2016, Cordes & Company entered into an Asset Purchase Agreement, whereby intellectual property and other assets of PulseWave, including the above-identified patents and patent applications ("the "PulseWave Assets"), were to be conveyed to Micronizing Technologies, LLC ("Micronizing").
7. On June 29, 2016, the Court entered an order approving the sale of the PulseWave Assets to Micronizing free and clear of any liens, claims, encumbrances, or interests.
8. The Bill of Sale and Assignment of Intangible Assets, effective July 7, 2016, which I signed on behalf of Cordes & Company solely in its capacity as the state court appointed receiver for PulseWave (hereby attached as Exhibit 1 to this Declaration), confirms the sale, transfer, and assignment of PulseWave Assets from the PulseWave Receivership Estate to Micronizing.
9. Exhibit E to the Asset Purchase Agreement, entitled "Purchased Assets" (hereby attached as Exhibit 2 to this Declaration), sets forth the specific list of patents, patent applications, and other assets -- including the above-identified patents and patent applications -- that were conveyed to Micronizing pursuant to the Asset Purchase Agreement.
10. I hereby confirm that the "PulseWave Assets" referenced in Exhibit 1 comprises the "Purchased Assets" referenced in Exhibit 2.
11. On November 7, 2016, following the sale of the PulseWave Assets to Micronizing, the Court entered an order approving the Final Report of Receiver, discharging the Receiver, terminating the Receivership, and releasing the Receiver's surety bond. From and after that date, Cordes & Company has had no further powers or authority over PulseWave or the PulseWave Assets.

12. All statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true.

By:



Patrick M. Donovan

Title:

MANAGING DIRECTOR

Date:

2/2/17



# EXHIBIT 1

## BILL OF SALE AND ASSIGNMENT OF INTANGIBLE ASSETS

Cordes & Company, a Colorado corporation (the "Receiver"), does hereby sell, transfer, assign and convey unto Micronizing Technologies, LLC, a Texas limited liability company (the "Purchaser"), the PulseWave Assets consisting of tangible and intangible Assets as defined in that certain Asset Purchase Agreement entered into by and between the Purchaser and the Receiver dated March 25, 2016 (the "Agreement"), including but not limited to all common law rights, trademark registrations and applications, and the goodwill of the business symbolized by use of these assets, in consideration of payment by the Purchaser of the Purchase Price (as defined in the Agreement), the receipt and sufficiency of which the Receiver hereby acknowledges.

The terms of the Agreement, including, but not limited to, the Receiver's disclaimer of representations, warranties, covenants, agreements and indemnities relating to the PulseWave Assets, are incorporated herein by this reference.

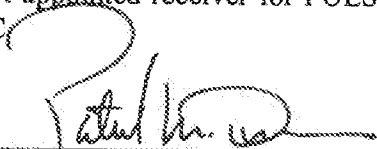
The Receiver hereby covenants that the Receiver will do such further acts and execute and deliver all such transfers, assignments, conveyances, powers of attorney, and assurances requested by the Purchaser, from time to time, for better conveying and confirming unto the Purchaser the entire right, title and interest of the Receiver in the Assets hereby sold, transferred, assigned and conveyed to the Purchaser.

It is understood that the Receiver, contemporaneously with the execution and delivery of this Bill of Sale and Assignment of Intangible Assets, and a certified copy of the order approving this sale from the District Court of Jefferson County, Colorado, may be further executing other instruments of transfer, the purpose of which is to supplement, facilitate, or otherwise implement the transfers intended hereby.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Bill of Sale and Assignment of Intangible Assets effective this 7th day of July, 2016.

### RECEIVER:

CORDES & COMPANY, a Colorado corporation, solely in its capacity as the state court appointed receiver for PULSEWAVE, LLC

By:   
Patrick M. Donovan, Managing Director

# EXHIBIT 2

**EXHIBIT E**  
**PURCHASED ASSETS**

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- d. U.S. Patent No. 6405948 [June 18, 2002 - Liberating intracellular matter from biological material];
- e. U.S. Patent No. 6227473 [May 8, 2001 - Apparatus and methods for pulverizing materials into small particles];
- f. European Patent No. EP1420886 [May 26, 2004 - Process for micronizing materials];
- g. European Patent Application No. EP1879699 [Filed May 8, 2006 - Processing of grains and the like];
- h. Patent Application No. EP20060759468 [Filed May 8, 2006 - Processing of Grains and the Like];
- i. United States Patent Application No. 11/918175 -- Methods for Reduction of Pollutants from Carbonaceous Materials Prior to Combustion;
- j. United States Patent Application No. 11/920105 -- Processing of Grains and the Like;
- k. United States Patent Application No. 11/918177 - Beneficiation of Hydrocarbons from Mineral Matrices; and
- l. Any and all other patents and/or patent applications of PulseWave, regardless of the venue in which applied for or issued.

2. All PulseWave milling and micronizing machines, both known and unknown (each referred to as a "Mill" and collectively as the "Mills"), each Mill to include its related components being construed to include but not be limited to: all existing electric drive motors, pulleys, belts, electrical control panels, metal frames and chassis (aka "cages"), product feed bins and storage bins, scales, screw and belt conveyors and conveyances, air filtration devices and components, parts and spare parts, and all other manner of components, appurtenances, documentation or otherwise that attend the Mills (individually and collectively the "Mill Components"), whether then in the immediate proximity of any Mill or at one or more locations diverse from the Mills, including but not limited to those three (3) known Mills and related Mill Components located as follows:

- a. One Mill and related Mill Components located at Kansas State University ("KSU") at Manhattan, Kansas, last believed to be located in or around Shellenberger Hall and subject to having been moved or located elsewhere in whole or in part;
- b. One Mill and related Mill Components leased to Siemer Milling Company, an

Illinois corporation ("Siemer") pursuant to that certain Research and Development Agreement between PulseWave and Siemer dated August 9, 2009 (the "Siemer Lease"), which Mill is believed by the Receiver to be located at or near Siemer's facility in Teutopolis, Illinois but subject to having been moved or located elsewhere in whole or in part, together with all of PulseWave's right, title and interest under the Siemer Lease in which ownership and title to the Mill remains with PulseWave; and

- c. One Mill and related Mill Components leased to Integrated Resource Recovery, Inc., a Delaware corporation ("IRR") pursuant to that certain Mill Lease and License Agreement between PulseWave and IRR dated as of February 8, 2008 ("IRR Lease"), which Mill was last believed to be located in or around Chehalis, Washington, and all of PulseWave's rights, title and interest under the IRR Lease in which ownership and title to the Mill remains with PulseWave.

3. The right, title and ownership to all licensing, research and development agreements, leases, royalties, rental contracts, or other instruments, including wherever possible the original executed agreements or copies thereof evidencing all right, title, and interest of PulseWave in the Purchased Assets, all of which shall be transferred to and become the property of Purchaser.

4. All rights and ownership to any and all judgments, including but not limited to the underlying values and extended benefits attaching thereto, whether known or unknown, past, present and future, obtained in any U.S. or other Bankruptcy Courts, U.S. District Courts, U.S. Courts of Appeals, State Courts, County Courts and any and all other courts and jurisdictions by PulseWave as it may have obtained such judgments against any of its members or any other persons or entities and any persons or entities acting in concert therewith relating to any activities including but not limited to: (i) the improper or illegal transfer or conveyance of any patents, patent applications, Intellectual Property, leases, and agreements of any kind of PulseWave; (ii) the improper or illegal transfer or conveyance of any and all other Purchased Assets of PulseWave, whether currently known or unknown, and whether past, present or future; and (iii) any and all other judgments obtained for any reason.

5. The PulseWave name, logos, trademarks, service marks and all other manner of recognition of the PulseWave entity and its marks and all related Intellectual Property.

6. All testing and research results and documentation associated therewith, including any physical materials resulting from the testing thereof, as well as any documentation relating to the design and construction of any of the Purchased Assets, including but not limited to the Mills, to include any documentation relating to the applications and filing for any patents and other Intellectual Property rights.

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8. All other physical and Intellectual Property, without limitation, now or later determined to be a part of the Purchased Assets.