

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4402217

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ORGANIC ENERGY CORPORATION		02/28/2017
RECEIVING PARTY DATA		
Name:	ROLLIN HOLDINGS, LLC	
Street Address:	12002 LIVE OAK DRIVE	
City:	MAGNOLIA	
State/Country:	TEXAS	
Postal Code:	77354	
PROPERTY NUMBERS Total: 15		
Property Type	Number	
Application Number:	13612037	
Application Number:	14160020	
Application Number:	14181718	
Application Number:	14231291	
Application Number:	14231292	
Application Number:	14587846	
Patent Number:	8393558	
Patent Number:	8398006	
Patent Number:	8632024	
Patent Number:	8684288	
Patent Number:	9061289	
PCT Number:	US2011055003	
PCT Number:	US2011055004	
PCT Number:	US2011001934	
PCT Number:	US2011068245	
CORRESPONDENCE DATA		
Fax Number:	(504)581-4440	
<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:	5045814445	

Email: agvicknair@shieldsmott.com
Correspondent Name: ANDREW VICKNAIR
Address Line 1: 650 POYDRAS STREET
Address Line 2: SUITE 2600
Address Line 4: NEW ORLEANS, LOUISIANA 70130

ATTORNEY DOCKET NUMBER:	13125-01
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NAME OF SUBMITTER:	ANDREW VICKNAIR
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SIGNATURE:	/Andrew G. Vicknair/
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DATE SIGNED:	05/08/2017
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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Total Attachments: 6

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BILL OF SALE AND ASSIGNMENT AGREEMENT

This Bill of Sale and Assignment Agreement (this "Agreement") dated effective as of February 28, 2017 between Organic Energy Corporation, a Delaware corporation ("Assignor"), and Rollin Holdings, LLC, a New Mexico limited liability company ("Assignee").

WHEREAS, Assignor, Brandon Belanger and Cooper Collins (capitalized terms used and not otherwise defined herein having the meanings assigned to them in the Settlement Agreement (as defined below)) are parties to that Settlement and Royalty Agreement dated as of March 8, 2016, as amended by the Amendment to Settlement and Royalty Agreement dated as of May 27, 2016 (as amended, the "Settlement Agreement") providing for, among other things, the transfer, conveyance, assignment and delivery to Messrs. Belanger and Collins, or their designee, of the Collateral in the event that the Repayment Amount is not paid in full as of the Deadline Date; and

WHEREAS, the Collateral includes all U.S. and non-U.S. patents and patent applications of OEC, including but not limited to those set forth on Exhibit A attached hereto; and

WHEREAS, Assignee has failed to repay any of the Repayment Amount and the Deadline Date, as extended, has passed; and

WHEREAS, Messrs. Belanger and Collins designate Assignee as their designee for purposes of receiving the Collateral in connection with the Settlement Agreement and the underlying Transaction Documents; and

WHEREAS, Assignor and Assignee now desire to carry out the intent and purpose of the Settlement Agreement by executing and delivering this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby transfer, convey and assign and deliver (collectively, "Transfer") to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Collateral, to have, hold and use forever, free and clear of all Liens.

2. Assignor hereby constitutes and appoints Assignee, its successors and assigns, and its representatives, the true and lawful of Assignor with full power of substitution in the name and stead of Assignor and its successors and assigns to demand and receive any and all of the Collateral pursuant to the Settlement Agreement and to give receipts and releases for and in respect to the same or any part thereof, to endorse any claim or right of any kind in respect thereof and to do all acts and things in relation to the Collateral which the Assignee, its successors or assigns, may deem desirable, Assignor hereby declaring that the foregoing powers are coupled with an interest and are not revocable and shall not be revoked by Assignor for any reason whatsoever. Assignee and its representatives shall have full authority on behalf of Assignor to undertake the filing of any instrument or document to effectuate the full, final and complete assignment of the Collateral, including any filings required to be filed with the United

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States Patent and Trademark Office, Patent Cooperation Treaty (PCT) Nationalization Offices and the patent office of any other relevant jurisdictions to fully memorialize the full, final and complete assignment of all U.S. patents and patent applications, all PCT patents and patent applications and all other patents and patent applications issued or filed in any other relevant jurisdictions owned by the Assignor.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

5. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by all parties hereto, or in the case of a waiver, by the party for whom such benefit was intended. A waiver of any of the provisions of this Agreement shall not constitute and shall not be deemed a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

7. **THE PARTIES HERETO AGREE THAT THIS AGREEMENT, AND THE RESPECTIVE RIGHTS, DUTIES AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREUNDER. THE PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT LOCATED WITHIN THE CITY AND STATE OF HOUSTON, TEXAS OVER ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF THE PARTIES HEREBY WAIVES THE RIGHT TO TRIAL BY JURY.**

8. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

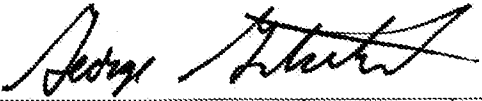
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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their respective duly-authorized officers on the date first above written.

ORGANIC ENERGY CORPORATION

By: 
Name: GEORGE GITSCHER
Title: CEO

ROLLIN HOLDINGS, LLC

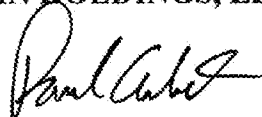
By: 
Name: Paul Aubert
Title: Authorized Signatory

EXHIBIT A**NON-EXHAUSTIVE LIST OF THE COLLATERAL
ISSUED U.S. LETTERS PATENTS**

Title	Patent Number	Issue Date
Mechanized Separation of Mixed Solid Waste and Recovery of Recyclable Products	8,322,639	12/04/2012
Mechanized Separation and Recovery System for Solid Waste	8,393,558	03/12/2013
Mechanized Separation of Mixed Solid Waste and Recovery of Recyclable Products	8,398,006	03/19/2013
Systems and Methods for Processing Mixed Solid Waste	8,632,024	01/21/2014
Mechanized Separation of Mixed Solid Waste and Recovery of Recyclable Products	8,684,288	04/01/2014
Mechanized Separation and Recovery System for Solid Waste	9,061,289	06/23/2015

PENDING U.S. PATENT APPLICATIONS

Title	Serial Number	Filing Date
Methods and Systems for Separating and Recovering Recyclables using a Comminution Device	13/612,037	09/12/2012
Mechanized Separation and Recovery System for Solid Waste	13/794,214	03/11/2013
Systems and Methods for Processing Mixed Solid Waste	14/160,020	01/21/2014
Systems and Methods for Processing Mixed Solid Waste	14/181,718	02/16/2014
Mechanized Separation of Mixed Solid Waste and Recovery of Recyclable Products	14/231,291	03/31/2014
Mechanized Separation of Mixed Solid Waste and Recovery of Recyclable Products	14/231,292	10/29/2010
Advanced Solid Waste Sorting Systems and Methods	14/587,846	12/31/2014



PENDING FOREIGN PATENT APPLICATIONS

Title	Application No.	Filing Date	Country
Mechanized Separation of Wet and Dry Materials in a Solid Waste Stream	PCT/US11/055003	10/05/2011	PCT
Mechanized Separation of Mixed Solid Waste and Recovery of Recyclable Products	PCT/US11/055004	10/06/2011	PCT
Systems and Methods for Processing Mixed Solid Waste	PCT/US11/001934	11/25/2011	PCT
Systems and Methods for Processing Mixed Solid Waste	PCT/US11/068245	12/30/2011	PCT
Mechanized Separation of Wet and Dry Materials in a Solid Waste Stream	CA 2818920	10/05/2011	CA
Mechanized Separation of Mixed Solid Waste and Recovery of Recyclable Products	CA 2818937	10/06/2011	CA
Systems and Methods for Processing Mixed Solid Waste	CA 2847289	12/30/2011	CA
Mechanized Separation of Mixed Solid Waste and Recovery of Recyclable Products	CN 103476515	10/06/2011	CN
Mechanized Separation of Wet and Dry Materials in a Solid Waste Stream	CN 103476516	10/05/2011	CN
Systems and Methods for Processing Mixed Solid Waste	CN 104023863	12/30/2011	CN
Mechanized Separation of Mixed Solid Waste and Recovery of Recyclable Products	JP 2014500140	10/06/2011	JP
Mechanized Separation of Mixed Solid Waste and Recovery of Recyclable Products	JP 2014501608	10/05/2011	JP
Mechanized Separation of Wet and Dry Materials in a Solid Waste Stream	EP 2643102	10/05/2011	EP

Mechanized Separation of Mixed Solid Waste and Recovery of Recyclable Products	EP 2643101	10/06/2011	EP
Systems and Methods for Processing Mixed Solid Waste	EP 2750812	12/30/2011	EP
Systems and Methods for Processing Mixed Solid Waste	MX 2014002376	12/30/2011	MX
Mechanized Separation of Mixed Solid Waste and Recovery of Recyclable Products	MX 2013005899	10/06/2011	MX
Mechanized Separation of Mixed Solid Waste and Recovery of Recyclable Products	4547/CHENP/2013	10/06/2011	IN
Mechanized Separation of Wet and Dry Materials in a Solid Waste Stream	4551/CHENP/2013	10/05/2011	IN
Systems and Methods for Processing Mixed Solid Waste	2396/CHENP/2014	12/30/2011	IN
Mechanized Separation of Mixed Solid Waste and Recovery of Recyclable Products	BR11/2013/0128607	10/06/2011	BR
Systems and Methods for Processing Mixed Solid Waste	BR11/2014/0049190	12/30/2011	BR
Systems and Methods for Processing Mixed Solid Waste	15102105.1	03/02/2015	HK

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