

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4435088

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
VIRIDITY ENERGY, INC.		05/24/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	VIRIDITY ENERGY SOLUTIONS, INC.	
<b>Street Address:</b>	6225 NEIL ROAD	
<b>City:</b>	RENO	
<b>State/Country:</b>	NEVADA	
<b>Postal Code:</b>	89511	
<b>PROPERTY NUMBERS Total: 18</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	8457802	
Patent Number:	9335747	
Application Number:	14735629	
Patent Number:	8892264	
Application Number:	14532913	
Patent Number:	9159108	
Patent Number:	9159042	
Application Number:	14380267	
Patent Number:	9367052	
Patent Number:	9514428	
Application Number:	15153232	
Patent Number:	9367825	
Patent Number:	9098876	
Application Number:	14398666	
Application Number:	14804628	
Patent Number:	9171276	
Application Number:	14398659	
Application Number:	14804745	
<b>CORRESPONDENCE DATA</b>		

**Fax Number:** (202)363-3490

***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.***

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**Email:** pricilla@htthan.com

**Correspondent Name:** THE H.T. THAN LAW GROUP

**Address Line 1:** 12435 PARK POTOMAC AVENUE

**Address Line 2:** SUITE 440

**Address Line 4:** POTOMAC, MARYLAND 20854

<b>ATTORNEY DOCKET NUMBER:</b>	VRE-0000
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<b>NAME OF SUBMITTER:</b>	H.T. THAN
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<b>SIGNATURE:</b>	/H.T. Than/
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<b>DATE SIGNED:</b>	05/30/2017
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**Total Attachments: 3**

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## INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Viridity Energy, Inc., (ASSIGNOR) a corporation registered under the laws of the State of Delaware, located on 1801 Market Street, Suite 2701, Philadelphia, PA 19103, United States, had acquired the entire rights in certain intellectual properties, as described herein;

WHEREAS, Viridity Energy Solutions, Inc. (ASSIGNEE), a corporation registered under the laws of the State of Delaware, located on 6225 Neil Road, Reno, Nevada 89511, United States, is desirous of obtaining ASSIGNOR's entire right, title and interest in, to and under the said intellectual properties;

WHEREAS, ASSIGNOR and ASSIGNEE had entered into an ASSET PURCHASE AGREEMENT, dated December 29, 2016, (the "Asset Purchase Agreement");

WHEREAS, under the terms of the Asset Purchase Agreement, ASSIGNOR has conveyed, transferred, and assigned to ASSIGNEE, among other assets, said intellectual properties, and ASSIGNOR hereby executes and delivers this Intellectual Property Assignment pursuant thereto, which shall be recorded with the United States Patent and Trademark Office.

NOW THEREFORE:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably conveys, transfers, and assigns to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth on Schedule B hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule B hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of ASSIGNOR's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all rights of any kind whatsoever of ASSIGNOR accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the effective date of the Asset Purchase Agreement or the executed date of this Intellectual Property Assignment below, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

AND ASSIGNOR HEREBY covenants and agrees that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said **Assigned IP**, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said **Assigned IP** in all countries.

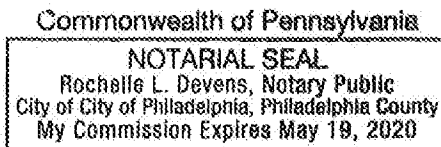
IN TESTIMONY WHEREOF, ASSIGNOR hereunto sets its hand and seals the day and year set opposite its agent's respective signature.

Date May 24, 2017 Allen Freifeld For Virinity Energy, Inc. L.S.

State of Pennsylvania )  
 ) SS.:  
County of Philadelphia

In the State of Pennsylvania, county of Philadelphia, on May 24, 2017, before me, Rochelle L. Devens Notary Public, personally appeared Allen Freifeld, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Rochelle L. Devens  
Notary Public

**Intellectual Property Assignment from Viridity Energy, Inc. to Viridity Energy Solutions, Inc.  
Schedule A**

<b>Docket No.</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Reel / Frame No. of Assignment to Viridity Energy, Inc.</b>
VRE-0102	12/850,918	August 5, 2010	8,457,802	June 4, 2013	024795 / 0737
VRE-0103	13/895,894	May 16, 2013	9,335,747	May 10, 2016	033904 / 0088
VRE-0104	14/735,629	June 10, 2015			024795 / 0737
VRE-0202	13/451,497	April 19, 2012	8,892,264	November 18, 2014	028577 / 0520
VRE-0203	14/532,913	November 4, 2014			034811 / 0625
VRE-0302	13/666,898	November 1, 2012	9,159,108	October 13, 2015	032375 / 0627
VRE-0402	13/774,994	February 22, 2013	9,159,042	October 13, 2015	033553 / 0001
VRE-0403	14/380,267	August 21, 2014			034811 / 0759
VRE-0602	13/663,220	October 29, 2012	9,367,052		032375 / 0622
VRE-0603	14/354,875	April 28, 2014	9,514,428	December 6, 2016	034021 / 0281
VRE-0604	15/153,232	May 12, 2016			032375 / 0622
VRE-0702	13/888,347	May 6, 2013	9,367,825	June 14, 2016	032464 / 0026
VRE-0703	13/888,323	May 6, 2013	9,098,876	August 4, 2015	032376 / 0258
VRE-0704	14/398,666	November 3, 2014			039260 / 0399
VRE-0705	14/804,628	July 21, 2015			032376 / 0258
VRE-0903	13/888,309	May 6, 2013	9,171,276	October 27, 2015	032376 / 0294
VRE-0904	14/398,659	November 3, 2014			039816 / 0879
VRE-0905	14/804,745	July 21, 2015			032376 / 0294

**PATENT**

**REEL: 042528 FRAME: 0754**

**RECORDED: 05/30/2017**