

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4708239

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
STEVEN CLAUDE LEVINESS	10/19/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VELOCYS, INC.
<b>Street Address:</b>	2603 AUGUSTA DRIVE
<b>Internal Address:</b>	SUITE 1175
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77057
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14918314
<b>Application Number:</b>	62066233
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	4153833660
<b>Email:</b>	CORRESPONDENCE@FRPATENTS.COM
<b>Correspondent Name:</b>	FRANK ROSENBERG
<b>Address Line 1:</b>	5737 KANAN ROAD
<b>Address Line 2:</b>	NO. 190
<b>Address Line 4:</b>	AGOURA HILLS, CALIFORNIA 77059
<b>ATTORNEY DOCKET NUMBER:</b>	14006
<b>NAME OF SUBMITTER:</b>	FRANK ROSENBERG
<b>SIGNATURE:</b>	/FRANK ROSENBERG/
<b>DATE SIGNED:</b>	11/29/2017
<b>Total Attachments: 2</b>	
source=14-006 PCT - Assignment - Stephen LeViness to Velocys Inc 10-19-2015#page1.tif	
source=14-006 PCT - Assignment - Stephen LeViness to Velocys Inc 10-19-2015#page2.tif	

## ASSIGNMENT

### PARTIES:

- (1) STEVEN CLAUDE LEVINESS of 4135 North Pine Brook Way, Houston, Texas 77059, United States of America ("INVENTOR")
- (2) VELOCYS, INC. of the 2603 Augusta Drive, Suite 1175, Houston, Texas 77057, United States of America ("ASSIGNEE")

### RECITALS:

- A. The INVENTOR is one of the inventors in respect of the invention (the "PRIORITY INVENTION") that is the subject of the patent application particularised in the Schedule (the "PRIORITY APPLICATION").
- B. The ASSIGNEE wishes to have filed a PCT patent application claiming priority from the PRIORITY APPLICATION (the "PCT APPLICATION").
- C. The INVENTOR is one of the inventors in respect of the invention which will be the subject of the proposed PCT APPLICATION (the "PCT INVENTION").
- D. The inventor made his contribution to the PRIORITY INVENTION and to the PCT INVENTION during the course of his employment by the ASSIGNEE and the inventor accepts that the ASSIGNEE is entitled to all of the INVENTOR's rights in the PRIORITY INVENTION and the PCT INVENTION.
- E. The parties have accordingly agreed that all the INVENTOR's rights in the PRIORITY INVENTION, the PRIORITY APPLICATION, the PCT INVENTION and the right to claim priority from the PRIORITY APPLICATION shall be assigned to the ASSIGNEE.

### OPERATIVE TERMS:

#### 1. Assignment

In consideration of US\$1 (one US dollar) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the INVENTOR, the INVENTOR hereby assigns to the ASSIGNEE absolutely and free from all liens charges licences and encumbrances and the ASSIGNEE hereby accepts all the INVENTOR's property right title and interest anywhere in the world in and to the PRIORITY INVENTION and the PCT INVENTION including without limitation:

- (a) the PRIORITY APPLICATION and the PCT APPLICATION and all patent applications and patents which may now or at any time in the future derive or claim priority from any thereof or otherwise relate to the PRIORITY INVENTION or the PCT INVENTION, including all divisionals continuations reissues extensions renewals and registrations in relation to any thereof and all and any other rights in the PRIORITY INVENTION and the PCT INVENTION, including the right to file the PCT APPLICATION in the ASSIGNEE's name (the "PATENT RIGHTS");
- (b) the benefit of all priority rights, including the right to claim priority from the PRIORITY APPLICATION;
- (c) the right to seek and obtain registrations in other countries;
- (d) all other intellectual property rights and know-how including without limitation any copyrights and design rights (whether or not registrable) relating in any way to the PRIORITY INVENTION or the PCT INVENTION;
- (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the rights hereby transferred.

#### 2. Covenants

The INVENTOR covenants with the ASSIGNEE as follows:

- (a) that he has not done or omitted to do any act or thing whatsoever whereby any patents or other intellectual property rights relating to the PRIORITY INVENTION or the PCT INVENTION might be invalidated or otherwise prejudicially affected or the due performance of this Agreement hindered or prevented;
- (b) to keep the PRIORITY INVENTION or the PCT INVENTION confidential and not to disclose the same to any person without the prior written consent of the ASSIGNEE;

PATENT

REEL 044246 FRAME: 0864

- (c) that he has not given any permission to any third party to use the PRIORITY INVENTION or the PCT INVENTION and has not otherwise assigned or granted to any third party any rights in or under the PRIORITY INVENTION or the PCT INVENTION (including the PATENT RIGHTS).

3. Further Assurance

3.1 The INVENTOR agrees to execute any further documents and do all things at the ASSIGNEE's expense which the ASSIGNEE may reasonably require in order to vest in the ASSIGNEE (or the ASSIGNEE's successors in title or nominees as the case may be) all property rights title and interests intended to be assigned transferred or granted to the ASSIGNEE hereunder (including the PATENT RIGHTS) and to give the ASSIGNEE the full benefit of this Agreement including doing all acts which may be necessary or desirable in connection with:

- (a) the prosecution of the PRIORITY APPLICATION and the PCT APPLICATION and the filing and prosecution of any further patent applications anywhere in the world and obtaining grant in relation thereto;
- (b) protecting and enforcing the PRIORITY APPLICATION and the PCT APPLICATION and any patents or patent applications and other intellectual property rights relating to the PRIORITY INVENTION or the PCT INVENTION;
- (c) recording any such patent applications, patents and other rights in the name of the ASSIGNEE or the ASSIGNEE's successors in title or nominees as sole applicant or registered proprietor as the case may be;
- (d) assisting in the resolution of any question concerning the PRIORITY INVENTION or the PCT INVENTION or any of the PATENT RIGHTS.

3.2 The INVENTOR hereby authorises the officers from time to time of the ASSIGNEE to do or authorise the doing of all such acts (including the signing of all such documents) on behalf of the INVENTOR as the ASSIGNEE may consider appropriate for the purpose of giving effect to the provisions of clause 3.1.

4. Counterparts

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

SCHEDULE

THE PRIORITY APPLICATION

<u>Application No./Publication No.</u>	<u>Application Date</u>	<u>References</u>
US 62/066,233	20 October 2014	P064925US

IN WITNESS of which the parties have executed and delivered this Agreement.

EXECUTED by the STEVEN CLAUDE LEVINNESS:

Signature: *Steven Claude Levinness*

Date: 10-19-15

EXECUTED by VELOCYS, INC.:

Signature: *Laura J. Silva*

Name: Laura J. Silva

Title: Director, IP, Legal, & Licensing

Date: 10-19-15