

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4938749

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
MIKE WAGGONER		04/24/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	GROW PLASTICS LLC	
<b>Street Address:</b>	800 BUCHANAN STREET I-200N	
<b>City:</b>	BERKELEY	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94710	
<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	61837110	
<b>Application Number:</b>	14308959	
<b>Application Number:</b>	62073872	
<b>Application Number:</b>	14930592	
<b>Application Number:</b>	14930610	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(202)842-7899	
<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>	2028427800	
<b>Email:</b>	jbegley@cooley.com	
<b>Correspondent Name:</b>	COOLEY LLP	
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVENUE NW	
<b>Address Line 2:</b>	PATENT GROUP	
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004-2400	
<b>ATTORNEY DOCKET NUMBER:</b>	GROW- 333294	
<b>NAME OF SUBMITTER:</b>	CARTER W. REEB	
<b>SIGNATURE:</b>	/Carter W. Reeb/	
<b>DATE SIGNED:</b>	04/30/2018	
<b>Total Attachments: 10</b>		

source=GROI CONFIRMATORY ASSIGNMENT#page1.tif  
source=GROI CONFIRMATORY ASSIGNMENT#page2.tif  
source=GROI CONFIRMATORY ASSIGNMENT#page3.tif  
source=GROI CONFIRMATORY ASSIGNMENT#page4.tif  
source=GROI CONFIRMATORY ASSIGNMENT#page5.tif  
source=GROI CONFIRMATORY ASSIGNMENT#page6.tif  
source=GROI CONFIRMATORY ASSIGNMENT#page7.tif  
source=GROI CONFIRMATORY ASSIGNMENT#page8.tif  
source=GROI CONFIRMATORY ASSIGNMENT#page9.tif  
source=GROI CONFIRMATORY ASSIGNMENT#page10.tif

**CONFIRMATORY ASSIGNMENT**

**MIKE WAGGONER**, an individual residing at 7734 15th Ave NE, Seattle, WA 98115 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in the applications for patent identified in Schedule A (the "Patent Applications").

**WHEREAS**, by an Assignment Agreement executed by him on July 25, 2013 (attached hereto as Exhibit A), the Assignor assigned to Seattle Cup LLC ("Seattle Cup") all of his right, title, and interest in and to certain then-existing and future inventions that may include in whole or in part the Invention(s);

**WHEREAS**, by Certificate of Amendment dated February 27, 2014 (attached hereto as Exhibit B), the name of Seattle Cup was changed to Grow Plastics LLC. ("Assignee");

**WHEREAS**, the company will provide consideration to Mike Waggoner for the assignment of these inventions. This consideration will be determined by the board of the company once it is established to 3 members.

**NOW, THEREFORE**, pursuant to and in confirmation of the obligations to do so in the agreements identified above (collectively, the "Agreements"), and to the extent that the Assignor has not done so already via the Agreements, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the Patent Applications;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the Patent Applications or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;
- (f) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s); and
- (g) any provisional or other right to recover damages, including royalties, for prior infringements of any patent or application for patent identified in the preceding paragraphs (b) - (f).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.


The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or at such time the Agreements were executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with the Agreements, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

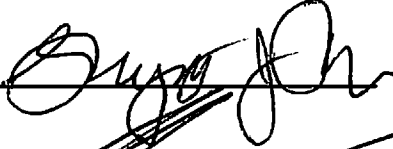
The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.


The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

**Schedule A**

<b>Application Serial No.</b>	<b>Filing Date</b>	<b>Title</b>
61/837,110	6/19/2013	METHODS AND SYSTEMS FOR MANUFACTURING POLYLACTIC ACID (PLA)
14/308,959	6/19/2014	REDUCED DENSITY THERMOPLASTICS
62/073,872	10/31/2014	REDUCED DENSITY THERMOPLASTICS
14/930,592	11/2/2015	RAPID SOLID-STATE FOAMING
14/930,610	11/2/2015	LAYERED STRUCTURES

Date: 4/24/18 By:   
Mike Waggoner

WITNESS:  DATE: 4/24/2018

WITNESS:  DATE: 4/24/2018

# EXHIBIT A

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** ("Assignment Agreement"), dated as of July 25, 2013, is entered into by and between Mike Waggoner ("Assignor"), and Seattle Cup LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, simultaneously with his execution the Limited Liability Company Agreement of Seattle Cup LLC (the "Agreement"), assignor wishes to assign certain assets to Assignee upon the terms and subject to the conditions set forth in this Assignment Agreement; and

**WHEREAS**, pursuant to this Assignment Agreement, Assignor wishes to assign and Assignee wishes to acquire all of Assignor's right, title and interest of every kind and nature in and to technology, discoveries, inventions, concepts, ideas, trade secrets, applications for United States and foreign letters patents (to the extent existing), data, programs, processes, methods, formulas, developments, other works of authorship, know-how, designs, techniques and improvements to any of the foregoing, described in Section 1 below (collectively, the "Intellectual Property").

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor and Assignee, the parties hereto, intending to be legally bound, hereby agree as follows:

### **Section 1. Assignment.**

In exchange for the issuance by Assignee to Assignor of 3,000,000 Common Units of Assignee, Assignor hereby conveys, assigns and transfers to Assignee all of its right, title and interest worldwide in and to the Intellectual Property and other assets described below:

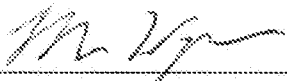
All technology, equipment and other items listed on **Exhibit A** attached hereto and all related materials (the "Assets"), all analytics, documentation, demo materials, concepts, business information, specifications, designs, techniques, methods and processes, vendor information, accounting records, accounts receivable, know-how, and other information involved in, related to, or necessary for running the Assets, business and marketing plans, and all patent, trademark and other intellectual property rights in the foregoing.

### **Section 2. Further Assurances.**

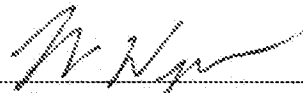
Assignor agrees to execute any further documents as may be reasonably required by Assignee to effectuate fully and record this assignment and transfer of Assets conveyed hereby.

## EXHIBIT A

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement  
as of the date first above written.

  
\_\_\_\_\_  
Mike Waggoner ("Assignor")

**SEATTLE CUP LLC ("Assignee")**

  
\_\_\_\_\_  
Mike Waggoner  
President



# EXHIBIT A

## Exhibit A CONTRIBUTED PROPERTY

Intellectual property in the form of know-how, patents, information which may be patented, trade secrets, and processing conditions.

Page 1 of 1



Office of the Secretary of State  
Corporations & Charities Division

**Limited Liability Company**  
See attached detailed instructions

☒ Filing Fee \$30.00

☐ Filing Fee with Expedited Service \$80.00

This Box For Office Use Only

FILED

MAR 06 2014

WA SECRETARY OF STATE

UBI Number: 603320619

## AMENDED CERTIFICATE OF FORMATION/REGISTRATION

Chapter 25.15 RCW

### SECTION 1

NAME OF LIMITED LIABILITY COMPANY (LLC): (as currently recorded with the Office of the Secretary of State)  
Seattle Cup LLC

### SECTION 2

AMENDMENTS TO CERTIFICATE: (If necessary, attach additional information. If changing the name it must contain one of the following designations: Limited Liability Company, Limited Liability Co or one of these abbreviations: L.L.C. or LLC. If the designation is omitted, it will default to LLC when processed)

The name of the limited liability company is amended to "Grow Plastics LLC"

### SECTION 3

EFFECTIVE DATE OF AMENDMENTS TO CERTIFICATE: (please check one of the following)

☒ Upon filing by the Secretary of State

☐ Specific Date: \_\_\_\_\_ (Specified effective date must be within 90 days AFTER the Amended Certificate has been filed by the Office of the Secretary of State)

### SECTION 4

MEMBER OR MANAGER SIGNATURE (see instructions page)

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

X	Michael A. Waggoner/CEO	2/27/14	206-954-4564
Signature	Printed Name/Title	Date	Phone

# Delaware

PAGE 1

*The First State*

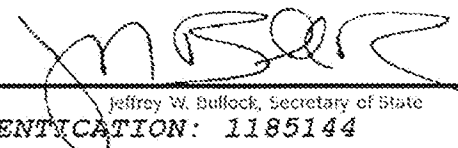
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SEATTLE CUP LLC", CHANGING ITS NAME FROM "SEATTLE CUP LLC" TO "GROW PLASTICS LLC", FILED IN THIS OFFICE ON THE FIFTH DAY OF MARCH, A.D. 2014, AT 3:26 O'CLOCK P.M.

5373618 8100

140291257

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1185144

DATE: 03-06-14

PATENT  
REEL: 045670 FRAME: 0815

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 03:27 PM 03/05/2014  
FILED 03:26 PM 03/05/2014  
SRV 140291257 - 5373618 FILE

CERTIFICATE OF AMENDMENT  
OF  
SEATTLE CUP LLC


This Certificate of Amendment of Seattle Cup LLC is to be filed with the Secretary of State of Delaware pursuant to the Delaware Limited Liability Company Act, Section 18-202.

- A. The name of the limited liability company is Seattle Cup LLC.
- B. The Certificate of Formation of the limited liability company is hereby amended as follows:

1. The name of the limited liability company is **Grow Plastics LLC**.

- C. This Certificate of Amendment shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment  
February 27 2014.

  
\_\_\_\_\_  
Michael A. Waggoner  
Chief Executive Officer