

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4958317

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL DOYLE	07/17/2017
GLENN RICHARDS	07/17/2017
STAN ELLIS	07/17/2017
TRAVIS ELLIS	07/17/2017
RECEIVING PARTY DATA	
Name:	AG CHEM, LLC
Street Address:	31915 RANCHO CALIFORNIA RD, STE 200-276
City:	TEMECULA
State/Country:	CALIFORNIA
Postal Code:	92591
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15829776
Application Number:	62537554
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	darrow@darrowlegal.com
Correspondent Name:	CHRISTOPHER DARROW
Address Line 1:	748 23RD STREET
Address Line 4:	SANTA MONICA, CALIFORNIA 90402
ATTORNEY DOCKET NUMBER:	AG CHEM ASSIGNMENT
NAME OF SUBMITTER:	CHRISTOPHER DARROW
SIGNATURE:	/Christopher Darrow/
DATE SIGNED:	05/11/2018
Total Attachments: 4	
source=Technology Assignment Agreement July 17 2017#page1.tif	
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source=Amendment to Technology Assignment Agreement#page1.tif

TECHNOLOGY ASSIGNMENT AGREEMENT

This Technology Assignment Agreement (the "Agreement") is entered into effective July 17, 2017 among AG CHEM, LLC, a California limited liability company (the "Company"), MICHAEL DOYLE, GLENN RICHARDS, STAN ELLIS, and TRAVIS ELLIS (collectively referred to as "Assignor"). The assignment and membership interest issuance hereunder is intended to qualify for tax-free treatment under Internal Revenue Code Section 721. (26 USC § 721).

1. Assignment. Assignor hereby irrevocably and unconditionally sells, assigns, and transfers, and by these presents does sell, assign and transfer to Company, and to Company's successors and assigns, exclusively throughout the world all right, title and interest (choate or inchoate) to the Company in (i) the subject matter referred to in Exhibit "A" ("*Technology*"), (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support, improvement or maintenance thereof and (iii) all copyrights; patent rights, trade secret rights, trademark rights, mask works rights and all other intellectual and industrial property rights and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing (collectively "*Intellectual Property*").

2. Consideration. The Company agrees to issue to Assignor consideration pursuant to the provisions of an agreement entitled OPERATING AGREEMENT signed on or about July 17, 2017, executed by all members of the Company, including the Assignor (the "Operating Agreement"). The consideration required of the Company with respect to the subject matter of this Agreement is recited within the Operating Agreement.

3. Further Assurances. Assignor represents, warrants and agrees that he shall not, at any time, directly or indirectly, oppose the grant of, nor dispute the validity or enforcement of, nor cooperate in any way in any suit, claim, counterclaim or defense against, any patents, copyrights or trademarks which may issue on the Intellectual Property.

4. Parties Bound. The terms, covenants, and provisions of this Assignment shall inure to the benefit of the Company, its successors, assigns and other legal representatives, and shall be binding on Assignor, his heirs, assigns and other legal representatives.

5. Miscellaneous. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof.



EXHIBIT A

SEE ATTACHED PATENT APPLICATIONS

Process for the conversion of free fatty acids to glycerol esters and production of novel catalyst systems dated June 14, 2012.


Purification of renewable oils dated December 2016.


Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

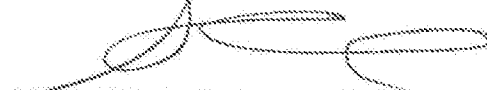
COMPANY: AG CHEM, LLC

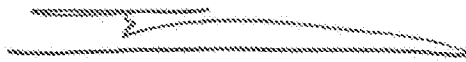
ASSIGNOR:


By Michael Doyle, Manager


Michael Doyle


Glenn Richards


Stan Ellis


TRAVIS ELLIS

Amendment to Exhibit A

THIS AMENDMENT is dated this 27th day of December 2017 and made to the Technology Assignment Agreement (the "TAA") dated July 12, 2017. It is mutually agreed by and between the undersigned parties to amend the previously executed TAA's Exhibit A as follows:

List of Prior Inventions and Original Works of Authorship

1. Title: Process for the Conversion of Free Fatty Acids to Glycerol Esters and Production of Novel Catalyst Systems

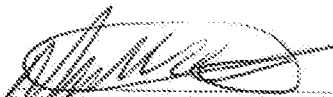
Type: Patent Application - Original date December 2, 2016 as a Provisional
Revision Application Date: December 1, 2017
Filing#: 62429585
Document Number: 15829776

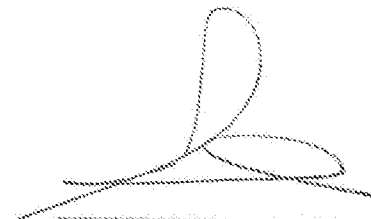
2. Title: Purification of Renewable Oil

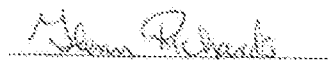
Type: Patent Application - Original date July 27, 2017 as a Provisional
Filing#: 62537554
EFS ID: 29906731

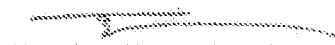
All other terms and conditions that are not hereby amended are to remain in full force and effect.

By ASSIGNORS:


Michael Doyle


Stan Ellis


Glenn Richards


Travis Ellis