

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4934863

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|---|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| LAURA CARNEY | 03/02/2018 |
| STEPHEN VENTRE | 03/02/2018 |
| SANDIP SHINDE | 09/21/2016 |
| MICHAEL ROHLFSEN | 10/01/2014 |
| NICHOLAS DONOWITZ | 10/22/2014 |
| RECEIVING PARTY DATA | |
| Name: | HELIAE DEVELOPMENT LLC |
| Street Address: | 578 E GERMANN ROAD |
| City: | GILBERT |
| State/Country: | ARIZONA |
| Postal Code: | 85297 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 15749605 |
| CORRESPONDENCE DATA | |
| Fax Number: | (480)718-8316 |
| <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: | 480-424-2875 |
| Email: | heliaeipatent@heliae.com |
| Correspondent Name: | HELIAE DEVELOPMENT LLC |
| Address Line 1: | 578 E GERMANN ROAD |
| Address Line 4: | GILBERT, ARIZONA 85297 |
| ATTORNEY DOCKET NUMBER: | 010A2HO150817WOUS |
| NAME OF SUBMITTER: | BECKY REESE |
| SIGNATURE: | /Becky Reese/ |
| DATE SIGNED: | 04/26/2018 |
| Total Attachments: 26 | |
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CONFIRMATION OF ASSIGNMENT

AND

CONTINGENT ASSIGNMENT BY INVENTOR

THIS CONFIRMATION OF ASSIGNMENT AND CONTINGENT ASSIGNMENT (“Confirmation and Assignment”), is made by Laura Carney, residing at 2477 E Flinktlock Place, Chandler, Arizona 85286, (“Assignor”);

WHEREAS, Assignor is an inventor of the invention(s) and/or discovery(ies) described in the patent application entitled HAEMATOCOCCUS BASED COMPOSITIONS FOR PLANTS AND METHODS OF APPLICATION, set forth in a patent application filed with The United States Patent and Trademark Office on February 1, 2018 and assigned as US Application No. 15/749,605 (the “Application”); and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals of the Application and all patents that issue from any of the foregoing, and any other related patents or patent applications in the United States and foreign jurisdictions which benefit from a claim of priority to the Application or a sequence of priority claims traceable back to the Application, and all invention(s) disclosed and claimed in any of the foregoing, (the Patents); and

WHEREAS, HELIAE DEVELOPMENT, LLC, having its principal place of business at 578 E. Germann Road, Gilbert, Arizona 85297 (hereinafter, with its successors, assigns, and legal representatives referred to as “Assignee”), has previously acquired, from Assignor, without limitation, the entire right, title, and interest in and to such invention(s) and/or discovery(ies) and desires to confirm such prior assignment and, if necessary, to obtain through assignment hereunder any such rights, titles, and interests in such invention(s) and/or discovery(ies) and the Application.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged by Assignor, Assignor agrees to the following:

“Assigned” as used in this Confirmation and Assignment means “assigned, transferred, set over, and/or conveyed”. The terms “Assign” and “Assigns” are to have corresponding meanings.

“Related Applications and Patents” means any patent that issues from the Application and any patent application(s), patent(s) or similar right(s) that claim priority to either the Application or such patent application(s) or patent(s), including any continuations, continuations-in-part, or divisionals of the Application, or any patents issuing therefrom, and any reissues, reexaminations, and extensions of such patents.

Assignor hereby acknowledges that Assignor has previously Assigned to Assignee the entire right, title, and interest in and/or to the invention(s), discovery(ies), the Application, and any Related Applications and Patents and to the full and maximum extent permitted by law.

Assignor agrees that the Assignment of such rights to Assignee occurred at the moment that such invention(s), discovery(ies), or the like were created, invented, discovered, or otherwise generated. Assignor hereby further agrees that to the extent that Assignor did not previously Assign such entire right, title, and interest, Assignor hereby Assigns such rights, titles, and interest to Assignee.

Assignor hereby represents that (1) Assignor had good title, full right, and lawful authority to Assign the rights, titles, and interests to Assignee; (2) there is no encumbrance, lien, or claim of ownership, title, or other rights, in, on, or to the invention(s), discovery(ies), Application, and Related Application and Patents by any person or organization other than Assignee; and (3) Assignor has not entered into and is not subject of any agreement or obligation to any person or organization, or order of any governmental authority, that could reasonably result in such an encumbrance, lien, or claim.

Assignor acknowledges that Assignee may freely disclose this Assignment and record it with governmental authorities, including patent offices and examining authorities throughout the world, and that Assignee may prepare, execute, submit, and record additional

documents evidencing Assignor's assignment of the Intellectual Property and Related Application and Patents to Assignee. Assignor acknowledges that such documents do not constitute a limitation or modification of this Assignment and in the event of any conflict between such documents and this Assignment the terms of this Assignment will control.

Assignor further covenants that when from time-to-time Assignor is reasonably called upon by Assignee to communicate any facts known to Assignor relating to the invention(s), discovery(ies), the Application, and/or the Related Applications and Patents; and execute and deliver any and all lawful papers; make all rightful oaths, affidavits, or declarations; testify in any judicial hearings, mediations, arbitrations, or other proceedings; and perform all other lawful acts that may be deemed by Assignee reasonably necessary or desirable to obtain, secure, vest, and benefit from any and all rights herein confirmed or assigned, and perfect the title to such invention(s), discovery(ies), Application, and any Related Applications and Patents, in the name of and for the benefit for Assignee, and to assist or enable Assignee to enforce, protect, or otherwise use and benefit from the invention(s), discovery(ies), Application, and any Related Applications and Patents. Assignor further hereby appoints Assignee with a limited power of attorney to prepare, make, execute, submit, record, deliver, and disclose, any and all documents or statements confirming any aspect of this assignment or that are otherwise necessary or expedient for Assignee to establish, confirm, perfect, and benefit from the rights assigned to Assignee under this Agreement, in the event in which Assignee cannot promptly or reasonably obtain any such cooperation and assistance from Assignor its successors or in which Assignee otherwise deems it reasonably expedient to exercise its rights in the invention(s), discovery(ies), Application, and any Related Applications and Patents. Assignor hereby acknowledges that this limited power of attorney is coupled with an interest, in that Assignee has an interest in the invention(s), discovery(ies), Application, and Related Applications and Patents, and that as a result, in addition to any other consequences under law, this power is irrevocable and will be binding on Assignor's successors, assigns, and legal representatives.

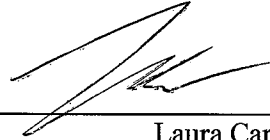
Assignor acknowledges and agrees the rights granted to Assignee under this Assignment are of a special and extraordinary character that gives them a special and/or immeasurable value,

the loss of which cannot reasonably or adequately be compensated for in damages in an action at law, and the breach by Assignor of the provisions herein shall cause Assignee irreparable injury and damage and that, accordingly, Assignee will be entitled as a matter of right to injunctive and other equitable relief to prevent the violation of this Assignment, in addition to any other rights or remedies that Assignee may have to damages or otherwise pursuant to this Assignment or Applicable Law.

It is the agreement and desire of Assignor and Assignee that the provisions of this Assignment be enforced to the fullest extent possible. Accordingly, should any particular provision of this Assignment be deemed invalid or unenforceable, that provision shall be deemed deleted from this Assignment without affecting the validity of the remaining provisions. Thereafter, the parties hereto shall promptly and in good faith negotiate an equitable adjustment to the provisions of this Assignment with the view to achieving, to the greatest extent possible, the original purpose and intent of this Assignment.

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Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

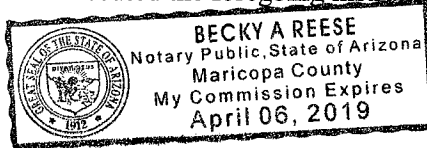


Laura Carney

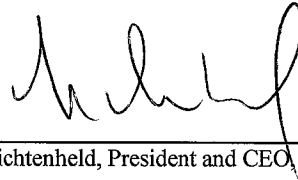
Date: 3/2/2018

United States of America)
State of ARIZONA) ss.:
County of MARICOPA)

On this 2ND day of MARCH, 2018, before me personally came Laura Carney, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

The undersigned is duly authorized to execute this document on behalf of the Assignee Heliae Development, LLC, and confirms the previous assignment of the invention from the Assignor to Assignee.

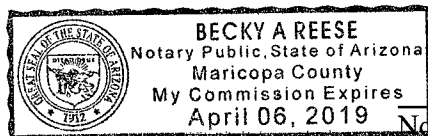


Eric Lichtenheld, President and CEO, Heliae Development, LLC

Date: 3/5/2018

United States of America)
State of ARIZONA) ss.:
County of MARICOPA)

On this 5TH day of MARCH, 2018, before me personally came Eric Lichtenheld, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

CONFIRMATION OF ASSIGNMENT

AND

CONTINGENT ASSIGNMENT BY INVENTOR

THIS CONFIRMATION OF ASSIGNMENT AND CONTINGENT ASSIGNMENT (“Confirmation and Assignment”), is made by Stephen Ventre, residing at 10623 E. Lincoln Ave. Mesa, Arizona 85212, (“Assignor”);

WHEREAS, Assignor is an inventor of the invention(s) and/or discovery(ies) described in the patent application entitled HAEMATOCOCCUS BASED COMPOSITIONS FOR PLANTS AND METHODS OF APPLICATION, set forth in a patent application filed with The United States Patent and Trademark Office on February 1, 2018 and assigned as US Application No. 15/749,605 (the “Application”); and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals of the Application and all patents that issue from any of the foregoing, and any other related patents or patent applications in the United States and foreign jurisdictions which benefit from a claim of priority to the Application or a sequence of priority claims traceable back to the Application, and all invention(s) disclosed and claimed in any of the foregoing, (the Patents); and

WHEREAS, HELIAE DEVELOPMENT, LLC, having its principal place of business at 578 E. Germann Road, Gilbert, Arizona 85297 (hereinafter, with its successors, assigns, and legal representatives referred to as “Assignee”), has previously acquired, from Assignor, without limitation, the entire right, title, and interest in and to such invention(s) and/or discovery(ies) and desires to confirm such prior assignment and, if necessary, to obtain through assignment hereunder any such rights, titles, and interests in such invention(s) and/or discovery(ies) and the Application.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged by Assignor, Assignor agrees to the following:

“Assigned” as used in this Confirmation and Assignment means “assigned, transferred, set over, and/or conveyed”. The terms “Assign” and “Assigns” are to have corresponding meanings.

“Related Applications and Patents” means any patent that issues from the Application and any patent application(s), patent(s) or similar right(s) that claim priority to either the Application or such patent application(s) or patent(s), including any continuations, continuations-in-part, or divisionals of the Application, or any patents issuing therefrom, and any reissues, reexaminations, and extensions of such patents.

Assignor hereby acknowledges that Assignor has previously Assigned to Assignee the entire right, title, and interest in and/or to the invention(s), discovery(ies), the Application, and any Related Applications and Patents and to the full and maximum extent permitted by law.

Assignor agrees that the Assignment of such rights to Assignee occurred at the moment that such invention(s), discovery(ies), or the like were created, invented, discovered, or otherwise generated. Assignor hereby further agrees that to the extent that Assignor did not previously Assign such entire right, title, and interest, Assignor hereby Assigns such rights, titles, and interest to Assignee.

Assignor hereby represents that (1) Assignor had good title, full right, and lawful authority to Assign the rights, titles, and interests to Assignee; (2) there is no encumbrance, lien, or claim of ownership, title, or other rights, in, on, or to the invention(s), discovery(ies), Application, and Related Application and Patents by any person or organization other than Assignee; and (3) Assignor has not entered into and is not subject of any agreement or obligation to any person or organization, or order of any governmental authority, that could reasonably result in such an encumbrance, lien, or claim.

Assignor acknowledges that Assignee may freely disclose this Assignment and record it with governmental authorities, including patent offices and examining authorities throughout the world, and that Assignee may prepare, execute, submit, and record additional

documents evidencing Assignor's assignment of the Intellectual Property and Related Application and Patents to Assignee. Assignor acknowledges that such documents do not constitute a limitation or modification of this Assignment and in the event of any conflict between such documents and this Assignment the terms of this Assignment will control.

Assignor further covenants that when from time-to-time Assignor is reasonably called upon by Assignee to communicate any facts known to Assignor relating to the invention(s), discovery(ies), the Application, and/or the Related Applications and Patents; and execute and deliver any and all lawful papers; make all rightful oaths, affidavits, or declarations; testify in any judicial hearings, mediations, arbitrations, or other proceedings; and perform all other lawful acts that may be deemed by Assignee reasonably necessary or desirable to obtain, secure, vest, and benefit from any and all rights herein confirmed or assigned, and perfect the title to such invention(s), discovery(ies), Application, and any Related Applications and Patents, in the name of and for the benefit for Assignee, and to assist or enable Assignee to enforce, protect, or otherwise use and benefit from the invention(s), discovery(ies), Application, and any Related Applications and Patents. Assignor further hereby appoints Assignee with a limited power of attorney to prepare, make, execute, submit, record, deliver, and disclose, any and all documents or statements confirming any aspect of this assignment or that are otherwise necessary or expedient for Assignee to establish, confirm, perfect, and benefit from the rights assigned to Assignee under this Agreement, in the event in which Assignee cannot promptly or reasonably obtain any such cooperation and assistance from Assignor its successors or in which Assignee otherwise deems it reasonably expedient to exercise its rights in the invention(s), discovery(ies), Application, and any Related Applications and Patents. Assignor hereby acknowledges that this limited power of attorney is coupled with an interest, in that Assignee has an interest in the invention(s), discovery(ies), Application, and Related Applications and Patents, and that as a result, in addition to any other consequences under law, this power is irrevocable and will be binding on Assignor's successors, assigns, and legal representatives.

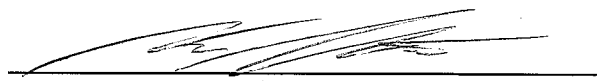
Assignor acknowledges and agrees the rights granted to Assignee under this Assignment are of a special and extraordinary character that gives them a special and/or immeasurable value,

the loss of which cannot reasonably or adequately be compensated for in damages in an action at law, and the breach by Assignor of the provisions herein shall cause Assignee irreparable injury and damage and that, accordingly, Assignee will be entitled as a matter of right to injunctive and other equitable relief to prevent the violation of this Assignment, in addition to any other rights or remedies that Assignee may have to damages or otherwise pursuant to this Assignment or Applicable Law.

It is the agreement and desire of Assignor and Assignee that the provisions of this Assignment be enforced to the fullest extent possible. Accordingly, should any particular provision of this Assignment be deemed invalid or unenforceable, that provision shall be deemed deleted from this Assignment without affecting the validity of the remaining provisions. Thereafter, the parties hereto shall promptly and in good faith negotiate an equitable adjustment to the provisions of this Assignment with the view to achieving, to the greatest extent possible, the original purpose and intent of this Assignment.

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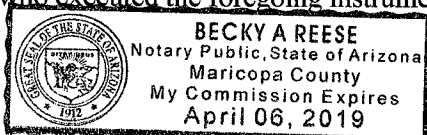
Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

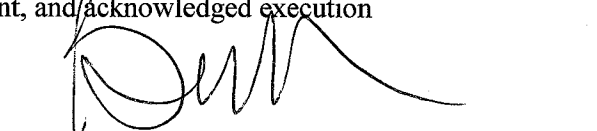

Stephen Ventre

Date: 3/2/2018


United States of America)
State of ARIZONA) ss.:
County of MARICOPA)

On this 2nd day of MARCH, 2018, before me
personally came Stephen Ventre, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.




Notary Public

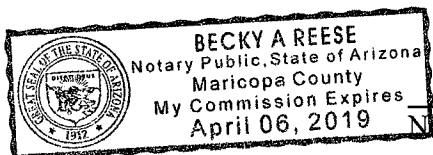
The undersigned is duly authorized to execute this document on behalf of the Assignee Heliae Development, LLC, and confirms the previous assignment of the invention from the Assignor to Assignee.

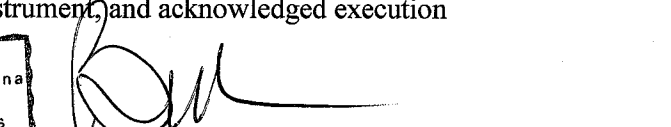

Eric Lichtenheld, President and CEO, Heliae Development, LLC

Date: 3/5/2018

United States of America)
State of ARIZONA) ss.:
County of MARICOPA)

On this 5th day of MARCH, 2018, before me
personally came Eric Lichtenheld, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.




Notary Public

CONFIRMATION OF ASSIGNMENT

AND

CONTINGENT ASSIGNMENT BY INVENTOR

THIS CONFIRMATION OF ASSIGNMENT AND CONTINGENT ASSIGNMENT (“Confirmation and Assignment”), is made by Sandip Shinde, residing at 913 E Euclid Avenue, Gilbert, Arizona 85297, (“Assignor”);

WHEREAS, Assignor is an inventor of the invention(s) and/or discovery(ies) described in the patent application entitled HAEMATOCOCCUS BASED COMPOSITIONS FOR PLANTS AND METHODS OF APPLICATION, set forth in a patent application filed under the Patent Cooperation Treaty (PCT) with the U.S. Receiving Office of The United States Patent and Trademark Office on August 17, 2016 and assigned as Application No. PCT/US2016/047271 (the “Application”); and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals of the Application and all patents that issue from any of the foregoing, and any other related patents or patent applications in the United States and foreign jurisdictions which benefit from a claim of priority to the Application or a sequence of priority claims traceable back to the Application, and all invention(s) disclosed and claimed in any of the foregoing, (the Patents); and

WHEREAS, HELIAE DEVELOPMENT, LLC, having its principal place of business at 578 E. Germann Road, Gilbert, Arizona 85297 (hereinafter, with its successors, assigns, and legal representatives referred to as “Assignee”), has previously acquired, from Assignor, without limitation, the entire right, title, and interest in and to such invention(s) and/or discovery(ies) and desires to confirm such prior assignment and, if necessary, to obtain through assignment hereunder any such rights, titles, and interests in such invention(s) and/or discovery(ies) and the Application.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged by Assignor, Assignor agrees to the following:

“Assigned” as used in this Confirmation and Assignment means “assigned, transferred, set over, and/or conveyed”. The terms “Assign” and “Assigns” are to have corresponding meanings.

“Related Applications and Patents” means any patent that issues from the Application and any patent application(s), patent(s) or similar right(s) that claim priority to either the Application or such patent application(s) or patent(s), including any continuations, continuations-in-part, or divisionals of the Application, or any patents issuing therefrom, and any reissues, reexaminations, and extensions of such patents.

Assignor hereby acknowledges that Assignor has previously Assigned to Assignee the entire right, title, and interest in and/or to the invention(s), discovery(ies), the Application, and any Related Applications and Patents and to the full and maximum extent permitted by law.

Assignor agrees that the Assignment of such rights to Assignee occurred at the moment that such invention(s), discovery(ies), or the like were created, invented, discovered, or otherwise generated. Assignor hereby further agrees that to the extent that Assignor did not previously Assign such entire right, title, and interest, Assignor hereby Assigns such rights, titles, and interest to Assignee.

Assignor hereby represents that (1) Assignor had good title, full right, and lawful authority to Assign the rights, titles, and interests to Assignee; (2) there is no encumbrance, lien, or claim of ownership, title, or other rights, in, on, or to the invention(s), discovery(ies), Application, and Related Application and Patents by any person or organization other than Assignee; and (3) Assignor has not entered into and is not subject of any agreement or obligation to any person or organization, or order of any governmental authority, that could reasonably result in such an encumbrance, lien, or claim.

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Assignor further covenants that when from time-to-time Assignor is reasonably called upon by Assignee to communicate any facts known to Assignor relating to the invention(s), discovery(ies), the Application, and/or the Related Applications and Patents; and execute and deliver any and all lawful papers; make all rightful oaths, affidavits, or declarations; testify in any judicial hearings, mediations, arbitrations, or other proceedings; and perform all other lawful acts that may be deemed by Assignee reasonably necessary or desirable to obtain, secure, vest, and benefit from any and all rights herein confirmed or assigned, and perfect the title to such invention(s), discovery(ies), Application, and any Related Applications and Patents, in the name of and for the benefit for Assignee, and to assist or enable Assignee to enforce, protect, or otherwise use and benefit from the invention(s), discovery(ies), Application, and any Related Applications and Patents. Assignor further hereby appoints Assignee with a limited power of attorney to prepare, make, execute, submit, record, deliver, and disclose, any and all documents or statements confirming any aspect of this assignment or that are otherwise necessary or expedient for Assignee to establish, confirm, perfect, and benefit from the rights assigned to Assignee under this Agreement, in the event in which Assignee cannot promptly or reasonably obtain any such cooperation and assistance from Assignor or its successors or in which Assignee otherwise deems it reasonably expedient to exercise its rights in the invention(s), discovery(ies), Application, and any Related Applications and Patents. Assignor hereby acknowledges that this limited power of attorney is coupled with an interest, in that Assignee has an interest in the invention(s), discovery(ies), Application, and Related Applications and Patents, and that as a result, in addition to any other consequences under law, this power is irrevocable and will be binding on Assignor's successors, assigns, and legal representatives.

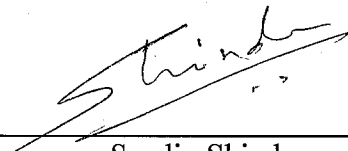
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the loss of which cannot reasonably or adequately be compensated for in damages in an action at law, and the breach by Assignor of the provisions herein shall cause Assignee irreparable injury and damage and that, accordingly, Assignee will be entitled as a matter of right to injunctive and other equitable relief to prevent the violation of this Assignment, in addition to any other rights or remedies that Assignee may have to damages or otherwise pursuant to this Assignment or Applicable Law.

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AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

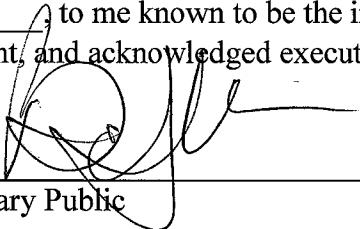


Sandip Shinde

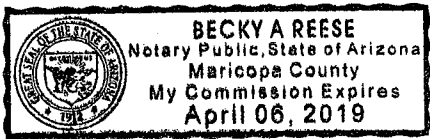
Date: 9/21/16

United States of America)
State of ARIZONA) ss.:
County of MARICOPA)

On this 21st day of September, 2016, before me personally came Sandip Shinde to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public



ASSOCIATE'S AGREEMENT AND INTELLECTUAL PROPERTY ASSIGNMENT

Heliae Development LLC ("Heliae") and Michael Clint ROHLFSEN ("You") agree to enter into this ASSOCIATE'S AGREEMENT AND INTELLECTUAL PROPERTY ASSIGNMENT ("Agreement") on 10-1-14 ("Effective Date").

You hold a position as an Associate of Heliae and in view of Heliae's promise to pay You one hundred dollars (\$100) and continued eligibility for employment with Heliae, each of which You agree constitutes adequate consideration independently, You agree to the promises contained in this Agreement. These promises primarily concern (a) certain facts You represent are true to Heliae; (b) certain legal rights (such as ownership of inventions); and (c) Your activities during and after Your employment with Heliae. This is a binding contract. As such, You should take time to carefully read this Agreement before signing and discuss any concerns or questions You have about the Agreement with Your attorney.

Specifically, as evidenced by Your signature below, You agree to the following:

General Terms

1. Note Concerning Defined Terms and Interpretation Guide. Terms and phrases that are *Capitalized and Italicized* in this Agreement have specific meanings. Where not provided in the body of this Agreement such definitions are provided below in the Definitions Section of these General Terms or in the Definitions Section of the Intellectual Property Assignment. Understanding these terms is important to completely understand this Agreement. Unless otherwise clearly indicated (a) the word "or" is used in the inclusive sense of "and/or"; (b) a reference to any person or entity includes such person's or entity's successors, heirs, permitted assignees, and legal representatives; (c) the singular includes the plural and vice versa; (d) the term "and" when used in a list of elements, such as "A, B, and C", is to be interpreted inclusively (e.g., "any or all of A, B, and C") rather than requiring all elements in the list to be present; and (e) the word "including" means "including, without limitation".

2. Dedication/Loyalty. Heliae has high expectations of You, which You agree to do Your best to meet. While employed with Heliae, You agree You will devote your time, knowledge, and skill spent on matters relating to Your job or Heliae's business solely and exclusively to Heliae. During Your employment, You also will not work on or prepare for any business activity (whether or not for compensation) that (a) detracts from Your ability to perform Your job to the best of Your abilities, (b) conflicts with Your obligations to Heliae, or (c) would compete with or assist Another in competing with Heliae. Nothing in this agreement limits Your ability to legally invest in any publicly traded company or real estate. During and after Your employment You promise not to make or communicate any statements concerning Heliae, HC, Collaborators, Stakeholders, or any employees (associates), officers, agents, representatives, or directors of any thereof that could reasonably be viewed as defamatory or disparaging.

3. Information Rights. During Your employment You will generate or receive Confidential Information (CI), which may include Trade Secrets. You promise to Inform Heliae of any information You generate or obtain during Your employment that is relevant to Heliae's business interests, including any Heliae Technology that you conceive, invent, or develop during Your employment or as a result of Your employment. If confidential, such information also will automatically become CI. Except when otherwise legally required, You will (a) not use CI, except in connection with Your job duties or otherwise assisting Heliae; (b) not disclose CI to Another without Authorization from Heliae; and (c) maintain the secrecy of CI. If You believe disclosure of CI is legally required, You will promptly Inform and will work with Heliae to limit or avoid such disclosure. If you know or suspect improper use of or access to CI by Another, you will Inform the General Counsel ("GC") and, if requested, assist Heliae in protecting the CI, including enforcing any applicable legal rights. CI and all other information generated by You or other Heliae associates or communicated using Heliae's systems, networks, or devices ("Information") is and will remain property of Heliae or its designees. You agree You will not have any rights in CI, license to use CI, or personal expectation of privacy in CI or Information. You agree this Agreement is CI but that Heliae may freely disclose this Agreement to Third Parties. CI may include legal information that is subject to special protections, such as the attorney-client privilege. You will never give up ("waive") such protections without Authorization and will work with Heliae to assert such rights where they exist to prevent disclosure of CI to Third Parties. At the end of Your employment, You will either securely destroy or return CI to Heliae as directed by Heliae. You will similarly return all other property of Heliae at the end of your employment or any other time requested by Heliae.

4. Assistance to Heliae. You agree to use Your best efforts to assist Heliae with its business activities and Legal Activities relating to your job, including by executing and delivering any papers concerning Heliae Technology, Including IP, and making any reasonably requested declaration, affidavit, or testimony regarding the same that Heliae may reasonably request of You, subject to Heliae's reimbursement obligations described below. You appoint Heliae with a limited power of attorney to prepare, make, execute, and submit documents or statements confirming the terms of this Agreement, including the assignment of IP. You acknowledge and agree that this power of attorney is coupled with an interest, is irrevocable, and is binding on Assignor's heirs and legal representatives. You agree that Heliae's requests for You to execute any document evidencing this assignment will not impact the validity or scope of your assignment of Heliae Technology to Heliae.

X MR Please initial here that you have read, understood and agree to be bound by Your promises and representations on this page.

5. Reimbursement for Assistance after End of Employment. If any activity You perform after Your employment for Heliae requires more than five (5) hours of Your time or an investment of more than fifty dollars (\$50) in any six (6) month period, Heliae will reimburse You for any Heliae pre-approved (a) reasonable and reasonably documented time You spend in providing such assistance at an hourly rate substantially equivalent to 0.2% of your ending base salary with Heliae (e.g., if Your ending base salary was \$100,000 You would be reimbursed at \$200/hour (Heliae may reasonably adjust this amount up or down for convenience)) and (b) reasonably incurred and reasonably documented out-of-pocket costs that You incur in providing such assistance invoiced to Heliae.

6. Third Party Matters and Representation/License Concerning Your Pre-Employment IP Rights. You represent that You are not a party to any non-compete contract or other agreement with or obligation to Another that could interfere or limit Your ability to perform Your job or comply with this Agreement and You agree that You will not become a party to any such an agreement. You represent that You are not party to any agreement that will impact Heliae's ownership of Heliae Technology, including IP, such as through purporting to impose a lien on or claim of title to any such IP, and promise that You will not enter into any such agreement. You promise to not improperly disclose Third Party confidential information to Heliae or use such information in connection with your employment with Heliae. You represent that You do not now own or have a license or other rights to any intellectual property that relates to Heliae or its business that has not been already disclosed in writing to Heliae and You hereby grant Heliae a paid up, non-exclusive, transferrable, sublicenseable, and worldwide license to any such intellectual property.

7. Legal Matters. During Your employment You agree You will comply with all applicable laws and regulations. You also agree that You will only enter contracts or make other commitments on behalf of Heliae or HG only as authorized by Heliae's then current written policies or by other Authorization. Except as previously disclosed by You in writing to Heliae, You represent (a) You have not been convicted of any crime that relates to Your job duties or business interests of Heliae; (b) You have not been excluded, debarred, suspended, sanctioned, or otherwise reprimanded by any governmental authority involved in the regulation of Heliae business activities or Your job duties (e.g., FDA or EPA); and (c) You are not involved with or aware of a credible threat of litigation, investigation, or other legal matter relating to Your job or Heliae's interests. During or after Your employment if You receive a request or demand by subpoena, judicial order, or similar matter, that relates to Heliae or Your work, You agree to Inform Heliae, provide all reasonably requested assistance to Heliae concerning its interests, and permit Heliae or counsel approved by both Heliae and You to represent You in the matter, to the extent applicable to Heliae (Heliae will cover or reimburse any applicable, reasonable, and documented attorney fees and costs).

8. No Restriction on Exercise of Protected Rights or Compliance with Law. Nothing in this Agreement restricts You from exercising Your legally protected rights to the extent such rights cannot be waived or from complying with applicable law or judicial/administrative order, provided that such compliance does not exceed that required by the law or order and You use Your best efforts to Inform Heliae of any such order or law reasonably in advance of taking the otherwise prohibited action.

9. Governing Law and Enforcement. You acknowledge and agree that this contract will be governed by the laws of Arizona, excluding its conflict of law principles, and any dispute concerning this Agreement will be heard in the courts located in Maricopa County, Arizona, and You waive any objection to such courts having jurisdiction over or being the venue for such disputes. You agree to the confidential treatment and expedited handling of any such dispute if requested by Heliae. You acknowledge and agree that breach of this Agreement will be presumed to cause Heliae irreparable harm and that Heliae will be presumed to be entitled to injunctive relief, specific performance, and other equitable remedies if it enforces this Agreement against such breach. In the event of breach, You also agree to reimburse Heliae for its reasonable attorney's fees and costs incurred in enforcing this Agreement. You acknowledge and agree that any failure or delay by Heliae in exercising rights under this Agreement will not operate as a waiver of legal rights and that any waiver must be signed by an officer of Heliae or the GC.

10. Indemnification. You agree if requested to indemnify any part of HG (and any officers, directors, and employees (associates) thereof) for or against losses, liabilities, demands, claims, or actions (including any reasonable costs and fees incurred in any investigation, defense, or settlement thereof), directly or indirectly caused by or relating to breach of Your obligations under this Agreement. You agree that Heliae will solely control the defense and settlement of any matter related to this indemnification.

11. Assignability/Binding Effect. This Agreement is personal to You but with respect to the assignment of IP and limited power of attorney granted herein will bind Your heirs and legal representatives. Heliae may assign this Agreement at will and You agree that any assignee will completely replace Heliae (i.e., that assignment will operate as a novation and all Heliae's obligations hereunder will be completely replaced with corresponding obligations on the assignee).

12. Legal Interpretation of Terms. You agree that the terms of this Agreement are fair, reasonable, and necessary for the legitimate protection of Heliae's interests and intend that these terms will be enforceable to their fullest extent. If a court finds any part of the Agreement invalid You agree (1) the Agreement should be interpreted or modified in a manner that most clearly reflects the provision as written; (2) such holding will in no way affect the validity of the remainder of this Agreement; and (3) if requested by Heliae, You will

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promptly negotiate a replacement provision that is as close to the invalid provision as possible. In the event a court believes Your obligations to not use and maintain the secrecy of CI indefinitely are invalid, the court may alternatively determine that such obligation will last five (5) years from the end of Your employment except that You will continue to have such obligations for Trade Secrets for so long as the applicable CI is a Trade Secret.

13. Employment Status and Compensation. You acknowledge and agree that nothing in this Agreement changes the nature of Your employment with Heliae from that of "at will" and understand and agree that either You or Heliae may terminate the employment relationship at any time and for any reason. You further acknowledge and agree that Your compensation reflects, in part, Your obligations and Heliae's rights under this Agreement and that You have no expectation of any additional compensation, royalties, or other payment of any kind from Heliae for Your promises here and compliance with these terms.

14. Definitions. The term "**Another**" means a person or organization other than You, Heliae, HG, or Collaborators. "**Third Party**" has the same meaning as "**Another**." "**Authorization**" means written authorization from an officer of Heliae or the GC or clear oral authorization from two or more of the CEO, CFO, COO, and the GC of Heliae. "**Collaborator**" means any organization or person other than You and any part of HG that (a) is party to a contract with any part of HG that requires confidential treatment of CI or (b) that has a legal relationship with HG that requires protection of confidential information (e.g., Heliae's lawyers or board members). "**HG**" means Heliae and any parent or subsidiary of Heliae. "**Confidential Information**" or "**CI**" means any kind of information You generated while employed with Heliae or obtained by any means from Heliae (including through Your observation of other CI, materials, etc.) or as a result of Your employment with Heliae, regardless of whether identified as confidential or not, other than information that (X)(i) was publicly known when You generated or received it or (ii) isn't information that You can clearly prove You had prior to Your receipt and information that (Y) was CI but later (i) becomes publicly known or (ii) is disclosed by Another to You, in either case of (Y)(i) or (ii) by means other than You or Another breaching an agreement with Heliae, will thereafter cease to be CI. "**Inform**" means to promptly, completely, and clearly inform Heliae of the applicable information in writing or in a manner in which receipt and understanding of the communication is clearly confirmed by appropriate personnel of Heliae. "**Legal Activities**" means any legal or regulatory activities relating to Heliae's interests, including preparing, filing, prosecuting, maintaining, enforcing, or defending IP. "**Stakeholders**" means any board member, investor, shareholder, customer, or other person or organization that has a business relationship with Heliae through contract or legal duty. "**Trade Secret**" has the meaning provided in Arizona Revised Statute (A.R.S.) Section 44-401(4).

15. Entire Agreement; Modification; Counterparts. You agree this Agreement, which includes the General Terms and the Restrictive Covenants, and the Intellectual Property Assignment is the entire agreement between You and Heliae concerning these matters. You agree this Agreement may only be modified by a written document signed by an officer of Heliae or the GC. You agree that this Agreement may be signed in two counterparts, all of which together will constitute one document.

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Please initial here that you have read, understood and agree to be bound by Your promises and representations on this page.

Restrictive Covenants.

1. **Acknowledgement Concerning The Nature of Work.** You acknowledge and agree that the nature of Your position places You in a position of high trust and confidence with *Heliae* and gives You access to CI including *Trade Secrets*. You acknowledge that the intellectual services You provide to *Heliae* are unique, special, or extraordinary because they involve key business, technical, or specialized information, strategies, or materials that will be critical to the near and long term success of *Heliae* and its relationships with its most valued *Stakeholders*. You further understand and acknowledge that *Heliae's* ability to reserve such strategies and information for the exclusive knowledge and use of *Heliae* is of great competitive importance and commercial value, and that improper use or disclosure will very likely result in unfair or unlawful competitive activity.
2. **Non-solicitation of Other Associates and Consultants.** You agree not to directly or indirectly solicit, hire, recruit, or induce the termination of employment of any employee (associate) or consultant of *Heliae* (or attempt such acts) during Your employment and for twelve (12) months from the last day of Your employment with *Heliae*.
3. **Non-solicitation of Customers.** You understand and acknowledge that because of Your experience with and relationship with HG, You will have access to and learn about HG's *Customer Information*. "**Customer Information**" includes, but is not limited to, names, phone numbers, addresses, e-mail addresses, order history, order preferences, chain of command, pricing information, and other information identifying facts and circumstances specific to the customer and relevant to HG's business relationships therewith. You understand and acknowledge that loss of this customer relationship and/or goodwill will cause significant and irreparable harm. Accordingly, You agree that during a period of six (6) months, to run consecutively, beginning on the last day of Your employment with *Heliae*, not to directly or indirectly solicit, contact (including but not limited to e-mail, regular mail, express mail, telephone, fax, and instant message), attempt to contact or meet with HG's then current customers or prospective customers HG is then in contact with concerning potential business opportunities, for purposes of offering or accepting goods or services similar to or competitive with those offered by HG. This restriction shall only apply to customers and prospective customers that both (1) (a) You contacted in any way during the past fifteen (15) months or (b) about whom You have received *Confidential Information* in the course of Your employment and (2) *Heliae* continues to have an ongoing relationship with at the time Your employment with *Heliae* ends. For the avoidance of doubt, acts involving former customers and former potential customers in an area of business that *Heliae* is no longer engaged at the end of Your employment will not be prohibited by the terms of this Section.

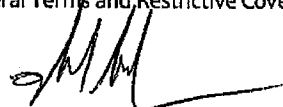
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Please initial here that you have read, understood and agree to be bound by Your promises and representations on this page.

Intellectual Property Assignment

1. **Duty to Innovate/Invent.** You, Michael Clint ROHLFSEN (*Your name*) hereby acknowledge that part of *Heliae's* purpose for hiring You and part of the consideration for your salary and other compensation and benefits is to have You generate ideas, products, systems, or methods for *Heliae* and You accept this as one of *Your* employment duties. Many of the products and ideas you generate or help to generate may be protectable by intellectual property rights, including copyrights, patents, and Trade Secret rights, which *Heliae* values. You agree that all rights in such products, ideas, and the intellectual property arising therefrom or relating thereto should belong and are owned by or will be owned by *Heliae* or its designees.
2. **Works Made for Hire.** You acknowledge and agree that any copyrightable work generated by You that can be classified as a "work made for hire" (as defined under 17 USC Sec. 101) will be a work made for hire, such that *Heliae* or its designees will be the sole and exclusive legal author of such works and owner of any copyrights therein. You agree to assign or waive, to the extent permitted by law, any moral rights You would otherwise have in these or other copyrightable works generated in whole or in part by You during *Your* employment with *Heliae* and in any related derivative works.
3. **Assignment of *Heliae* Technology and IP.** You, hereby irrevocably assign all other rights, title, and interest You have or would have in or to *Heliae* Technology and IP to *Heliae*, or its designee(s). The word "assign" in this Agreement means to completely assign, transfer, or set over the applicable rights, throughout the world and for all time.
4. **Disputes Concerning Owners of IP.** In the event of a dispute between You and *Heliae* concerning whether intellectual property is IP, You will bear the burden of establishing by clear and convincing evidence that the applicable intellectual property, is not IP. You further acknowledge and agree that *Heliae* is entitled to presume that any intellectual property that relates to *Algae* that you discover, create, conceive, reduce to practice, develop, or otherwise generate or invent during *Your* employment with *Heliae* or for the nine (9) months following *Your* employment with *Heliae* is IP and subject to this Assignment and that unless You can prove otherwise by clear and convincing evidence within thirty (30) days of receipt of notice from *Heliae* that it believes such intellectual property is IP such intellectual property will be irrevocably deemed IP.
5. **Definitions Related to Assignment and Related Terms.** "*Heliae* Technology" means any works, products, information, know-how, technology, results, data, materials, products, methods, inventions, discoveries, and/or concepts in any form or media that (a) were or are discovered, created, conceived, reduced to practice, developed, or otherwise generated or invented by You, alone or with others, in any form or media, in the course of *Your* employment with *Heliae* or during the nine (9) months following the end of *Your* employment with *Heliae* or (b) were discovered, created, developed, conceived, reduced to practice or otherwise generated or invented by You, alone or with others, using CI or other resources of *Heliae* or as a result of access or use to such CI. "*IP*" means all right, title, and interest in any and all intellectual property in, arising from, or otherwise relating to *Heliae* Technology, including patents, patent applications, and similar legal protections disclosing inventions or discoveries in *Heliae* Technology, and all rights to claim priority to any such patents or patent applications, and any Trade Secrets embodied in *Heliae* Technology, in all countries of the world, including those patent applications and patents listed in Exhibit A. As any additional patent applications are filed or issued, new Trade Secrets are registered in *Heliae's* internal Trade Secret registry, or other intellectual property rights are formalized by filing and/or registration of such legal protections they will be deemed to be automatically added to this Exhibit A. "*Algae*" means any microalgae, cyanobacteria, diatom, or other similar single cell organism, freshwater or marine, capable of growth in phototrophic, mixotrophic, or heterotrophic culture conditions.
- I hereby accept the terms of this Agreement (including any associated General Terms and Restrictive Covenants):

Date: 10-1-14

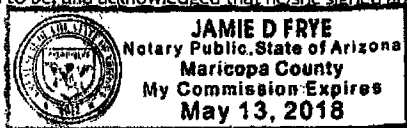

Michael Clint ROHLFSEN

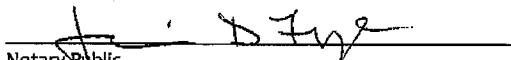
ACKNOWLEDGEMENT:

State of Arizona)

County of Maricopa)

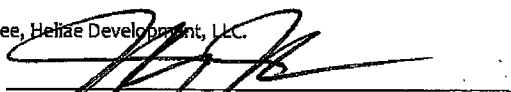
On this 1st day of Oct, 2014 before me personally appeared Michael Clint ROHLFSEN, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he/she signed above.




Notary Public

The undersigned is duly authorized to execute this document on behalf of the Assignee, *Heliae* Development, LLC.

Date: 10-03-14

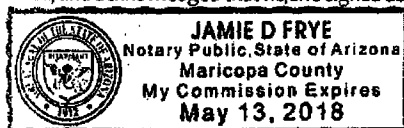

Name: _____
Title: _____

ACKNOWLEDGEMENT:

State of Arizona)

County of Maricopa)

On this 3rd day of Oct, 2014 before me personally appeared J. Craig Johnson, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he/she signed above.




Notary Public

Exhibit A

List of patent(s), patent application(s), and similar legal protection(s):

- U.S. Provisional Application No. 61/817054 Entitled Methods of Making Cosmetic Compositions with Mixotrophic Microalgae as Filed April 29, 2013

ASSOCIATE'S AGREEMENT AND INTELLECTUAL PROPERTY ASSIGNMENT

Heliae Development LLC ("Heliae") and Michael Adam Drouot ("You") agree to enter into this ASSOCIATE'S AGREEMENT AND INTELLECTUAL PROPERTY ASSIGNMENT ("Agreement") on 10/22/14 ("Effective Date").

You hold a position as an Associate of Heliae and in view of Heliae's promise to pay You one hundred dollars (\$100) and continued eligibility for employment with Heliae, each of which You agree constitutes adequate consideration independently, You agree to the promises contained in this Agreement. These promises primarily concern (a) certain facts You represent are true to Heliae; (b) certain legal rights (such as ownership of inventions); and (c) Your activities during and after Your employment with Heliae. This is a binding contract. As such, You should take time to carefully read this Agreement before signing and discuss any concerns or questions You have about the Agreement with Your attorney.

Specifically, as evidenced by Your signature below, You agree to the following:

General Terms

- 1. Note Concerning Defined Terms and Interpretation Guide.** Terms and phrases that are *Capitalized and Italicized* in this Agreement have specific meanings. Where not provided in the body of this Agreement such definitions are provided below in the Definitions Section of these General Terms or in the Definitions Section of the Intellectual Property Assignment. Understanding these terms is important to completely understand this Agreement. Unless otherwise clearly indicated (a) the word "or" is used in the inclusive sense of "and/or"; (b) a reference to any person or entity includes such person's or entity's successors, heirs, permitted assignees, and legal representatives; (c) the singular includes the plural and vice versa; (d) the term "and" when used in a list of elements, such as "A, B, and C", is to be interpreted inclusively (e.g., "any or all of A, B, and C") rather than requiring all elements in the list to be present; and (e) the word "including" means "including, without limitation".
- 2. Dedication/Loyalty.** Heliae has high expectations of You, which You agree to do Your best to meet. While employed with Heliae, You agree You will devote your time, knowledge, and skill spent on matters relating to Your job or Heliae's business solely and exclusively to Heliae. During Your employment, You also will not work on or prepare for any business activity (whether or not for compensation) that (a) detracts from Your ability to perform Your job to the best of Your abilities, (b) conflicts with Your obligations to Heliae, or (c) would compete with or assist Another in competing with Heliae. Nothing in this agreement limits Your ability to legally invest in any publicly traded company or real estate. During and after Your employment You promise not to make or communicate any statements concerning Heliae, HG, Collaborators, Stakeholders, or any employees (associates), officers, agents, representatives, or directors of any thereof that could reasonably be viewed as defamatory or disparaging.
- 3. Information Rights.** During Your employment You will generate or receive *Confidential Information (CI)*, which may include *Trade Secrets*. You promise to *Inform Heliae* of any information You generate or obtain during Your employment that is relevant to Heliae's business interests, including any *Heliae Technology* that you conceive, invent, or develop during Your employment or as a result of Your employment. If confidential, such information also will automatically become CI. Except when otherwise legally required, You will (a) not use CI, except in connection with Your job duties or otherwise assisting Heliae; (b) not disclose CI to Another without *Authorization* from Heliae; and (c) maintain the secrecy of CI. If You believe disclosure of CI is legally required, You will promptly *Inform* and will work with Heliae to limit or avoid such disclosure. If you know or suspect improper use of or access to CI by Another, you will *Inform* the General Counsel ("GC") and, if requested, assist Heliae in protecting the CI, including enforcing any applicable legal rights. CI and all other information generated by You or other Heliae associates or communicated using Heliae's systems, networks, or devices ("*Information*") is and will remain property of Heliae or its designees. You agree You will not have any rights in CI, license to use CI, or personal expectation of privacy in CI or *Information*. You agree this Agreement is CI but that Heliae may freely disclose this Agreement to *Third Parties*. CI may include legal information that is subject to special protections, such as the attorney-client privilege. You will never give up ("*waive*") such protections without *Authorization* and will work with Heliae to assert such rights where they exist to prevent disclosure of CI to *Third Parties*. At the end of Your employment, You will either securely destroy or return CI to Heliae as directed by Heliae. You will similarly return all other property of Heliae at the end of your employment or any other time requested by Heliae.
- 4. Assistance to Heliae.** You agree to use Your best efforts to assist Heliae with its business activities and *Legal Activities* relating to your job, including by executing and delivering any papers concerning *Heliae Technology*, Including *IP*, and making any reasonably requested declaration, affidavit, or testimony regarding the same that Heliae may reasonably request of You, subject to Heliae's reimbursement obligations described below. You appoint Heliae with a limited power of attorney to prepare, make, execute, and submit documents or statements confirming the terms of this Agreement, including the assignment of *IP*. You acknowledge and agree that this power of attorney is coupled with an interest, is irrevocable, and is binding on Assignor's heirs and legal representatives. You agree that Heliae's requests for You to execute any document evidencing this assignment will not impact the validity or scope of your assignment of *Heliae Technology* to Heliae.

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5. Reimbursement for Assistance after End of Employment. If any activity You perform after Your employment for Heliae requires more than five (5) hours of Your time or an investment of more than fifty dollars (\$50) in any six (6) month period, Heliae will reimburse You for any Heliae pre-approved (a) reasonable and reasonably documented time You spend in providing such assistance at an hourly rate substantially equivalent to 0.2% of your ending base salary with Heliae (e.g., if Your ending base salary was \$100,000 You would be reimbursed at \$200/hour (Heliae may reasonably adjust this amount up or down for convenience)) and (b) reasonably incurred and reasonably documented out-of-pocket costs that You incur in providing such assistance invoiced to Heliae.

6. Third Party Matters and Representation/License Concerning Your Pre-Employment IP Rights. You represent that You are not a party to any non-compete contract or other agreement with or obligation to Another that could interfere or limit Your ability to perform Your job or comply with this Agreement and You agree that You will not become a party to any such an agreement. You represent that You are not party to any agreement that will impact Heliae's ownership of Heliae Technology, including IP, such as through purporting to impose a lien on or claim of title to any such IP, and promise that You will not enter into any such agreement. You promise to not improperly disclose Third Party confidential information to Heliae or use such information in connection with your employment with Heliae. You represent that You do not now own or have a license or other rights to any intellectual property that relates to Heliae or its business that has not been already disclosed in writing to Heliae and You hereby grant Heliae a paid up, non-exclusive, transferrable, sublicenseable, and worldwide license to any such intellectual property.

7. Legal Matters. During Your employment You agree You will comply with all applicable laws and regulations. You also agree that You will only enter contracts or make other commitments on behalf of Heliae or HG only as authorized by Heliae's then current written policies or by other Authorization. Except as previously disclosed by You in writing to Heliae, You represent (a) You have not been convicted of any crime that relates to Your job duties or business interests of Heliae; (b) You have not been excluded, debarred, suspended, sanctioned, or otherwise reprimanded by any governmental authority involved in the regulation of Heliae business activities or Your job duties (e.g., FDA or EPA); and (c) You are not involved with or aware of a credible threat of litigation, investigation, or other legal matter relating to Your job or Heliae's interests. During or after Your employment if You receive a request or demand by subpoena, judicial order, or similar matter, that relates to Heliae or Your work, You agree to Inform Heliae, provide all reasonably requested assistance to Heliae concerning its interests, and permit Heliae or counsel approved by both Heliae and You to represent You in the matter, to the extent applicable to Heliae (Heliae will cover or reimburse any applicable, reasonable, and documented attorney fees and costs).

8. No Restriction on Exercise of Protected Rights or Compliance with Law. Nothing in this Agreement restricts You from exercising Your legally protected rights to the extent such rights cannot be waived or from complying with applicable law or judicial/administrative order, provided that such compliance does not exceed that required by the law or order and You use Your best efforts to Inform Heliae of any such order or law reasonably in advance of taking the otherwise prohibited action.

9. Governing Law and Enforcement. You acknowledge and agree that this contract will be governed by the laws of Arizona, excluding its conflict of law principles, and any dispute concerning this Agreement will be heard in the courts located in Maricopa County, Arizona, and You waive any objection to such courts having jurisdiction over or being the venue for such disputes. You agree to the confidential treatment and expedited handling of any such dispute if requested by Heliae. You acknowledge and agree that breach of this Agreement will be presumed to cause Heliae irreparable harm and that Heliae will be presumed to be entitled to injunctive relief, specific performance, and other equitable remedies if it enforces this Agreement against such breach. In the event of breach, You also agree to reimburse Heliae for its reasonable attorney's fees and costs incurred in enforcing this Agreement. You acknowledge and agree that any failure or delay by Heliae in exercising rights under this Agreement will not operate as a waiver of legal rights and that any waiver must be signed by an officer of Heliae or the GC.

10. Indemnification. You agree if requested to indemnify any part of HG (and any officers, directors, and employees (associates) thereof) for or against losses, liabilities, demands, claims, or actions (including any reasonable costs and fees incurred in any investigation, defense, or settlement thereof), directly or indirectly caused by or relating to breach of Your obligations under this Agreement. You agree that Heliae will solely control the defense and settlement of any matter related to this indemnification.

11. Assignability/Binding Effect. This Agreement is personal to You but with respect to the assignment of IP and limited power of attorney granted herein also will bind Your heirs and legal representatives. Heliae may assign this Agreement at will and You agree that any assignee will completely replace Heliae (i.e., that assignment will operate as a novation and all Heliae's obligations hereunder will be completely replaced with corresponding obligations on the assignee).

12. Legal Interpretation of Terms. You agree that the terms of this Agreement are fair, reasonable, and necessary for the legitimate protection of Heliae's interests and intend that these terms will be enforceable to their fullest extent. If a court finds any part of the Agreement invalid You agree (1) the Agreement should be interpreted or modified in a manner that most clearly reflects the provision as written; (2) such holding will in no way affect the validity of the remainder of this Agreement; and (3) if requested by Heliae, You will

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Please initial here that you have read, understood and agree to be bound by Your promises and representations on this page.


promptly negotiate a replacement provision that is as close to the invalid provision as possible. In the event a court believes Your obligations to not use and maintain the secrecy of CI indefinitely are invalid, the court may alternatively determine that such obligation will last five (5) years from the end of Your employment except that You will continue to have such obligations for Trade Secrets for so long as the applicable CI is a Trade Secret.

13. Employment Status and Compensation. You acknowledge and agree that nothing in this Agreement changes the nature of Your employment with Heliae from that of "at will" and understand and agree that either You or Heliae may terminate the employment relationship at any time and for any reason. You further acknowledge and agree that Your compensation reflects, in part, Your obligations and Heliae's rights under this Agreement and that You have no expectation of any additional compensation, royalties, or other payment of any kind from Heliae for Your promises here and compliance with these terms.

14. Definitions. The term "Another" means a person or organization other than You, Heliae, HG, or Collaborators. "Third Party" has the same meaning as "Another." "Authorization" means written authorization from an officer of Heliae or the GC or clear oral authorization from two or more of the CEO, CFO, COO, and the GC of Heliae. "Collaborator" means any organization or person other than You and any part of HG that (a) is party to a contract with any part of HG that requires confidential treatment of CI or (b) that has a legal relationship with HG that requires protection of confidential information (e.g., Heliae's lawyers or board members). "HG" means Heliae and any parent or subsidiary of Heliae. "Confidential Information" or "CI" means any kind of information You generated while employed with Heliae or obtained by any means from Heliae (including through Your observation of other CI, materials, etc.) or as a result of Your employment with Heliae, regardless of whether identified as confidential or not, other than information that (X)(i) was publicly known when You generated or received it or (ii) isn't information that You can clearly prove You had prior to Your receipt and information that (Y) was CI but later (i) becomes publicly known or (ii) is disclosed by Another to You, in either case of (Y)(i) or (ii) by means other than You or Another breaching an agreement with Heliae, will thereafter cease to be CI. "Inform" means to promptly, completely, and clearly inform Heliae of the applicable information in writing or in a manner in which receipt and understanding of the communication is clearly confirmed by appropriate personnel of Heliae. "Legal Activities" means any legal or regulatory activities relating to Heliae's interests, including preparing, filing, prosecuting, maintaining, enforcing, or defending IP. "Stakeholders" means any board member, investor, shareholder, customer, or other person or organization that has a business relationship with Heliae through contract or legal duty. "Trade Secret" has the meaning provided in Arizona Revised Statute (A.R.S.) Section 44-401(4).

15. Entire Agreement; Modification; Counterparts. You agree this Agreement, which includes the General Terms and the Restrictive Covenants, and the Intellectual Property Assignment is the entire agreement between You and Heliae concerning these matters. You agree this Agreement may only be modified by a written document signed by an officer of Heliae or the GC. You agree that this Agreement may be signed in two counterparts, all of which together will constitute one document.

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Restrictive Covenants.

1. **Acknowledgement Concerning The Nature of Work.** You acknowledge and agree that the nature of Your position places You in a position of high trust and confidence with *Heliae* and gives You access to CI including *Trade Secrets*. You acknowledge that the intellectual services You provide to *Heliae* are unique, special, or extraordinary because they involve key business, technical, or specialized information, strategies, or materials that will be critical to the near and long term success of *Heliae* and its relationships with its most valued *Stakeholders*. You further understand and acknowledge that *Heliae's* ability to reserve such strategies and information for the exclusive knowledge and use of *Heliae* is of great competitive importance and commercial value, and that improper use or disclosure will very likely result in unfair or unlawful competitive activity.
2. **Non-solicitation of Other Associates and Consultants.** You agree not to directly or indirectly solicit, hire, recruit, or induce the termination of employment of any employee (associate) or consultant of *Heliae* (or attempt such acts) during Your employment and for twelve (12) months, from the last day of Your employment with *Heliae*.
3. **Non-solicitation of Customers.** You understand and acknowledge that because of Your experience with and relationship with HG, You will have access to and learn about HG's *Customer Information*. "**Customer Information**" includes, but is not limited to, names, phone numbers, addresses, e-mail addresses, order history, order preferences, chain of command, pricing information, and other information identifying facts and circumstances specific to the customer and relevant to HG's business relationships therewith. You understand and acknowledge that loss of this customer relationship and/or goodwill will cause significant and irreparable harm. Accordingly, You agree that during a period of six (6) months, to run consecutively, beginning on the last day of Your employment with *Heliae*, not to directly or indirectly solicit, contact (including but not limited to e-mail, regular mail, express mail, telephone, fax, and instant message), attempt to contact or meet with HG's then current customers or prospective customers HG is then in contact with concerning potential business opportunities, for purposes of offering or accepting goods or services similar to or competitive with those offered by HG. This restriction shall only apply to customers and prospective customers that both (1) (a) You contacted or were in contact with in any way during the past fifteen (15) months or (b) about whom You have received *Confidential Information* in the course of Your employment, and (2) *Heliae* continues to have an ongoing relationship with at the time your employment with *Heliae* ends.

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Intellectual Property Assignment

1. **Duty to Innovate/Invent.** You, Nicholas Adam Donowitz (Your name) hereby acknowledge that part of Heliae's purpose for hiring You and part of the consideration for your salary and other compensation and benefits is to have You generate ideas, products, systems, or methods for Heliae and You accept this as one of Your employment duties. Many of the products and ideas you generate or help to generate may be protectable by intellectual property rights, including copyrights, patents, and Trade Secret rights, which Heliae values. You agree that all rights in such products, ideas, and the intellectual property arising therefrom or relating thereto should belong and are owned by or will be owned by Heliae or its designees.
2. **Works Made for Hire.** You acknowledge and agree that any copyrightable work generated by You that can be classified as a "work made for hire" (as defined under 17 USC Sec. 101) will be a work made for hire, such that Heliae or its designees will be the sole and exclusive legal author of such works and owner of any copyrights therein. You agree to assign or waive, to the extent permitted by law, any moral rights You would otherwise have in these or other copyrightable works generated in whole or in part by You during Your employment with Heliae and in any related derivative works.
3. **Assignment of Heliae Technology and IP.** You, hereby irrevocably assign all other rights, title, and interest You have or would have in or to Heliae Technology and IP to Heliae, or its designee(s). The word "assign" in this Agreement means to completely assign, transfer, or set over the applicable rights, throughout the world and for all time.
4. **Disputes Concerning Owners of IP.** In the event of a dispute between You and Heliae concerning whether intellectual property is IP, You will bear the burden of establishing by clear and convincing evidence that the applicable intellectual property, is not IP. You further acknowledge and agree that Heliae is entitled to presume that any intellectual property that relates to algae that you discover, create, conceive, reduce to practice, develop, or otherwise generate or invent during Your employment with Heliae or for the nine (6) months following Your employment with Heliae is IP and subject to this Assignment and that unless You can prove otherwise by clear and convincing evidence within thirty (30) days of receipt of notice from Heliae that it believes such intellectual property is IP such intellectual property will be irrevocably deemed IP.
5. **Definitions Related to Assignment and Related Terms.** "Heliae Technology" means any works, products, information, know-how, technology, results, data, materials, products, methods, inventions, discoveries, and/or concepts in any form or media that (a) were or are discovered, created, conceived, reduced to practice, developed, or otherwise generated or invented by You, alone or with others, in any form or media, in the course of Your employment with Heliae or (b) were discovered, created, developed, conceived, reduced to practice or otherwise generated or invented by You, alone or with others, using CI or other resources of Heliae or as a result of access or use to such CI. "IP" means all right, title, and interest in any and all intellectual property in, arising from, or otherwise relating to Heliae Technology, including patents, patent applications, and similar legal protections disclosing inventions or discoveries in Heliae Technology, and all rights to claim priority to any such patents or patent applications, and any Trade Secrets embodied in Heliae Technology, in all countries of the world listed. I hereby accept the terms of this Agreement (including any associated General Terms and Restrictive Covenants):

Date:

10/22/14

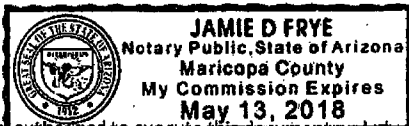
[Signature]

ACKNOWLEDGEMENT:

State of Arizona)

County of Maricopa)

On this 22nd day of Oct., 2014 before me personally appeared Nicholas Donowitz, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he/she signed above.



[Signature]
Notary Public

The undersigned is duly authorized to execute this document on behalf of the Assignee, Heliae Development, LLC.

Date:

10/22/2014

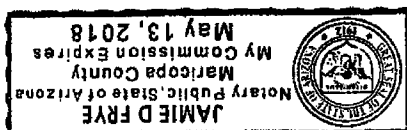
[Signature]
Name:
Title:

ACKNOWLEDGEMENT:

State of Arizona)

County of Maricopa)

On this 22nd day of Oct., 2014 before me personally appeared J. Craig Johnson, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he/she signed above.



[Signature]
Notary Public

PATENT

RECORDED: 04/26/2018

REEL: 046026 FRAME: 0302