PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5062407

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SANDIP SHINDE	07/06/2018
LAURA CARNEY	07/06/2018
STEPHEN VENTRE	06/20/2018

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:	16064094

CORRESPONDENCE DATA

Fax Number: (480)718-8316

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.

Phone: 4804242875

Email: heliaepatent@heliae.com

Correspondent Name: HELIAE DEVELOPMENT LLC

Address Line 1: 578 E GERMANN ROAD

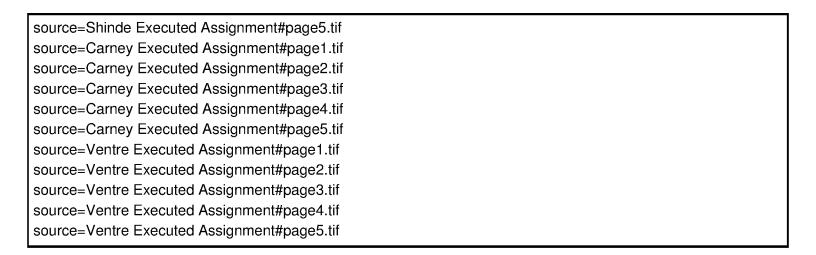
Address Line 4: GILBERT, ARIZONA 85297

ATTORNEY DOCKET NUMBER:	014A1HO160129WOUS	
NAME OF SUBMITTER:	BECKY REESE	
SIGNATURE:	/Becky Reese/	
DATE SIGNED:	07/23/2018	

Total Attachments: 15

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PATENT 505015659 REEL: 046428 FRAME: 0924



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 DRIED MICROALGAE COMPOSITIONS, AND METHODS OF ITS PREPARATION AND APPLICATION TO PLANTS, set forth in a patent application filed with The United States Patent and Trademark Office on June 20, 2018 and assigned as US Application No. 16/064,094 (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:

Page 1 of 5

"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

Page 2 of 5

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,

Page 3 of 5

Attorney Docket No. 014A1HO160129WOUS

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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PATENT

Attorney Docket No. 014A1H0160129WOUS

Assignor acknowledges an obligation of assignment the invention was made.	of this invention to Assignee at the time
	Til-
	Sandip Shinde
Date: 7 [6 2018	
United States of America Ale Zon A) ss.:	
County of MAR. COPA)	
On this Oth day of July Sandip Shinde	, <u>2018</u> , before me
personally came Sandip Shinde described in and who executed the foregoing instrument,	, to me known to be the individual and acknowledged execution
of the same. BECKY A REESE Notary Public, State of Arizona Maricopa County My Commission Expires April 06, 2019	John Jotary Public
The undersigned is duly authorized to execute this d	
Development, LLC, and confirms the previous assig to Assignee.	gnment of the invention from the Assignor
	hhll
BieLi	ichtenheld, President and CEO, Heliae Development, LLC
Date: 7/16/2018	
United States of America State of AR. 20 NA) Ss.:	
County of MAR.COPA)	
On this 16th day of July,	DIF , before me
personally came Eric Lichtenheld described in and who executed the foregoing instrument	, to me known to be the individual And acknowledged execution
of the same, BECKY A REESE	
Maricopa County My Commission Expires April 06, 20	
April co.t Milate	

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 DRIED MICROALGAE COMPOSITIONS, AND METHODS OF ITS PREPARATION AND APPLICATION TO PLANTS, set forth in a patent application filed with The United States Patent and Trademark Office on June 20, 2018 and assigned as US Application No. 16/064,094 (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:

Page 1 of 5

"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

Page 2 of 5

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,

Page 3 of 5

Attorney Docket No. 014A1HO160129WOUS

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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PATENT

REEL: 046428 FRAME: 0934

Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.
Layra Carney
Date: 7/6/2018
United States of America State of County of WARCOPF Ss.:
On this day of,,
BECKY A REESE Notary Public, State of Arizona Maricopa County My Commission Expires April 06, 2019 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: 7/10/2018
United States of America State of County of United States of America State of State of America ALIZON A Ss.:
On this
BECKY A REESE Notary Public, State of Arizona Maricopa County Maricopa County My Commission Expires April 06, 2019 Note 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 DRIED MICROALGAE COMPOSITIONS, AND METHODS OF ITS PREPARATION AND APPLICATION TO PLANTS, set forth in a patent application filed with The United States Patent and Trademark Office on June 20, 2018 and assigned as US Application No. 16/064,094 (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.

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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.

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Page 3 of 5

Attorney Docket No. 014A1HO160129WOUS

the loss of which cannot reasonably or adequately be compensated for in damages in an action at

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deleted from this Assignment without affecting the validity of the remaining provisions.

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to the provisions of this Assignment with the view to achieving, to the greatest extent possible,

the original purpose and intent of this Assignment.

[[The remainder of this page intentionally left blank]]

Page 4 of 5

PATENT

REEL: 046428 FRAME: 0939

6/20/18 Date: United States of America State of County of On this day of Stephen Ventre personally came to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same. BECKY A REESE tary Public, State of Arizona Maricopa County Commission Expires lotary Public April 06, 2019 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: United States of America State of County of On this Eric Lichtenheld to me known to be the individual personally came described in and who executed the foregoing instrument, and acknowledged execution of the same. **BECKY A REESE** Maricopa County April 06, 2019

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

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the invention was made.