

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT5164164

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NEW SKY ENERGY INTELLECTUAL PROPERTY HOLDING COMPANY, LLC	07/07/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SULFURCYCLE INTELLECTUAL PROPERTY HOLDING COMPANY LLC
<b>Street Address:</b>	105 EDGEVIEW DRIVE
<b>Internal Address:</b>	#400
<b>City:</b>	BROOMFIELD
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80021
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9845539
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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<b>ATTORNEY DOCKET NUMBER:</b>	17937.0002USWO
<b>NAME OF SUBMITTER:</b>	GEORGE C. LEWIS
<b>SIGNATURE:</b>	/George C. Lewis/
<b>DATE SIGNED:</b>	09/28/2018
<b>Total Attachments: 12</b>	
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**AMENDED AND RESTATED  
NEW SKY LICENSE AGREEMENT**

THIS AMENDED AND RESTATED NEW SKY LICENSE AGREEMENT (this “**Agreement**”) is entered into as of July 7, 2017 (the “**Effective Date**”) by and between NORTH SHORE EXPLORATION AND PRODUCTION, LLC, a Delaware limited liability company with offices at 105 Edgeview Drive, Suite 400, Broomfield, CO 80021 (“**North Shore**”), NEW SKY ENERGY, LLC, a Colorado limited liability company with offices at 4665 Nautilus Ct S #200, Boulder, CO 80301 (“**New Sky**”), and SULFURCYCLE INTELLECTUAL PROPERTY HOLDING COMPANY LLC (formerly known as New Sky Energy Intellectual Property Holding Company, LLC), a Colorado limited liability company with offices at 105 Edgeview Drive, #400, Broomfield, CO 80021 (“**Licensor**”) and amends and restates in its entirety that certain New Sky License Agreement effective as of June 24, 2016 (the “**Original License**”). Licensor, New Sky and North Shore are sometimes individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

**WHEREAS**, Licensor granted certain license rights (“**License Rights**”) to New Sky pursuant to the Original License; and

**WHEREAS**, Licensor and New Sky now desire to terminate certain of the License Rights and affirm other License Rights in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

**1. DEFINITIONS.**

**1.1** “**Affiliate**” of a Party means (a) in the case of North Shore, the North Shore Affiliates, and (b) in the case of New Sky, the New Sky Affiliates.

**1.2** “**CarbonCycle Technology**” means the patent portfolio more particularly listed on Exhibit B which includes both patents and applications, but only to the extent such patent portfolio is not used for the purpose of manufacturing sodium hydroxide for SulfurCycle E operations in the Oil and Gas Applications.

**1.3** “**Documentation**” means all data sheets, specifications, installation guides, use guides and other documentation for SulfurCycle.

**1.4** “**Intellectual Property Rights**” means any or all of the following and all rights in, arising out of, or associated therewith: (a) all United States patents and all patents of other countries and all applications therefore, and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (b) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information,

know how, technology, technical data, customer lists and non-public information and all documentation related to any of the foregoing; (c) all copyrights, copyright registrations and applications, and all other rights corresponding thereto throughout the world; and (d) all mask works, mask work registrations and applications throughout the world.

**1.5 “Joint Cost Escrow”** has the meaning given to such term in the Settlement Agreement dated as of the Effective Date between New Sky, North Shore, Licensor, North Shore Energy, LLC and for limited purposes Deane Little.

**1.6 “Licensed Technology”** means SulfurCycle, the CarbonCycle Technology, the Patent Rights, and any Documentation, specifications, lab notebooks, methods, processes, techniques, or any other know-how directly related to the foregoing.

**1.7 “New Sky Affiliate”** means with respect to New Sky, any other person or entity who or which is directly or indirectly controlling, controlled by or under common control with New Sky, where “control” means ownership of fifty percent (50%) or more of the voting power of the outstanding voting securities.

**1.8 “New Sky Competitor Change of Control”** means a person or entity whose primary business is the exploration, production, storage, transport, midstream, oilfield services, refining, and sale of crude oil, natural gas, and oil and gas condensates acquires through a transfer, assignment, disposition, sale, conveyance or otherwise the power, directly or indirectly, to direct or cause the direction of the management or policies of New Sky, whether through (a) acquiring 50% or more the equity securities of New Sky, (b) contract or (c) otherwise.

**1.9 “New Sky Field of Use”** means any application other than Oil and Gas Applications, provided that with respect to the CarbonCycle Technology, “New Sky Field of Use” means any application, including the Oil and Gas Applications.

**1.10 “North Shore Affiliate”** means with respect to North Shore, any other person or entity who or which is directly or indirectly controlling, controlled by or under common control with North Shore, where “control” means ownership of fifty percent (50%) or more of the voting power of the outstanding voting securities.

**1.11 “Oil and Gas Applications”** means (a) the exploration, production, storage, transport, midstream, oilfield services, refining, and sale of crude oil, natural gas, and oil and gas condensates, which are produced from geological reservoirs and shall include the commercial exploitation and disposal of non-hydrocarbon byproducts (e.g. produced water, carbon dioxide, helium) and the production and sale of common fuels refined from crude oil, natural gas, and condensate, and (b) includes any geothermal energy associated with oil, gas or condensate exploration or production (i.e., hot produced water or steam from oil, gas or oil and gas condensate exploration or production) but not any geothermal energy which is not associated with oil, gas or condensate exploration or production (which may have small amounts of methane).

**1.12 “Patent Rights”** means (a) the patent portfolio more particularly listed on Exhibit A which includes both patents and applications, and (b) all patents and pending patent applications and design applications claiming the benefit of priority to any of the patents and

applications listed on Exhibit A, including any divisionals, continuations, or continuations-in-part (to the extent that the claims of such continuations-in-part are directed to the subject matter disclosed therein), and (c) any reexamination, reissue, or extension of a patent described in clauses (a) through (b).

**1.13 “Sublicensee”** means a permitted sublicensee of New Sky’s rights under this Agreement.

**1.14 “SulfurCycle”** means the chemical processing systems and technologies developed by New Sky prior to the Effective Date for separating and processing H<sub>2</sub>S from hydrocarbon streams and shall refer to the SulfurCycle E, SulfurCycle R, and SulfurCycle X Systems, including, without limitation, all technical and non-technical information, inventions, specifications, works of authorship, trade secrets, know-how, patent, patent applications, copyrights, trademarks and other intellectual and industrial property, design rights and technological specifications.

**2. LICENSE GRANTS.** Subject to the terms and conditions of this Agreement, except as set forth in Section 7.1, Licensor hereby grants to New Sky an exclusive, fully paid and royalty-free, perpetual and irrevocable license within the New Sky Field of Use to: (i) use, make, have made, sell, offer to sell, lease, distribute, have distributed, import and export, and otherwise exploit and dispose of the Licensed Technology; (ii) practice, exploit, disclose, and perform the Patent Rights, and (iii) sublicense the foregoing rights set forth in (i)–(ii) in their entirety. Prior to granting any rights to a permitted Sublicensee, New Sky shall enter into a binding agreement with such Sublicensee that contains terms at least as protective of the Licensed Technology as the terms of this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that New Sky shall not have any right whatsoever to the CarbonCycle Technology to the extent it is used in connection with manufacturing sodium hydroxide for SulfurCycle E operations in the Oil and Gas Applications.

**3. OWNERSHIP.**

**3.1 General.** Licensor shall own all right, title and interest in the Licensed Technology and all Intellectual Property Rights therein.

**4. FEES**

New Sky does not have any obligation to pay any fees or royalties in consideration of the license rights granted herein.

**5. OBLIGATIONS RELATED TO LICENSED TECHNOLOGY.**

**5.1** Licensor represents and warrants that Licensor has full right to grant the rights and licenses to the Licensed Technology granted to New Sky herein. Subject to Section 5.3 and Section 6, Licensor may take steps to file, prosecute, and maintain any patents or patent applications included in the Patent Rights.

**5.2** New Sky and Licensor each acknowledge and agree that both parties shall be responsible and liable for the cost of preparation, filing, prosecution, and maintenance of, any

Patent Rights on a pari passu basis (“**Joint Costs**”). Licensor shall provide to (or cause any third party providing services related to Joint Costs to provide to) New Sky with copies of all invoices related to the Joint Costs. If Licensor does not pay its share of any Joint Cost promptly, but in no event later than fifteen (15) days after receipt of the Joint Cost Invoices (the “**Joint Costs Payment Deadline**”), then New Sky shall have the right but not the obligation to pay for such Joint Costs. Such unpaid portion of the Joint Costs shall accrue simple interest at the rate of ten percent (10%) per annum and New Sky shall be entitled to recover the unpaid portion of the Joint Costs plus such interest from Licensor within sixty (60) days following notice by New Sky to Licensor of the payment. If New Sky does not pay its share of any Joint Cost by the Joint Costs Payment Deadline, Licensor shall have the right to exercise the termination right set forth in Section 7.1. The Parties acknowledge and agree that the first \$15,000 of Joint Costs owed by New Sky will be paid out of the Joint Cost Escrow.

**5.3** If Licensor decides not to file, prosecute, or maintain any of the Patent Rights, Licensor shall provide notice to New Sky at least thirty (30) days prior to any filing, prosecution or maintenance deadline related to such Patent Right. New Sky shall then have the right, but not the obligation, to file, prosecute and/or maintain such Patent Right at its own cost and expense and for its own exclusive benefit in the New Sky Field of Use.

**5.4** If New Sky decides that New Sky is no longer interested in any of the Patent Rights, New Sky shall provide notice to Licensor at least fifteen (15) days prior to any filing, prosecution or maintenance deadline related to such Patent Right. In such instance, Exhibit A shall be deemed to be amended and such Patent Right shall be deemed to be removed from Exhibit A. Licensor shall then have the right, but not the obligation, to file, prosecute and/or maintain such Patent Right at its own expense and for its own exclusive benefit.

**5.5** North Shore shall be solely liable and responsible for any costs and expenses related to the preparation, filing, prosecution, and maintenance of any patents and applications not licensed to New Sky hereunder.

## **6. LEGAL ENFORCEMENT; INSURANCE**

**6.1 Enforcement Claims Against Non-Sublicensees.** This Section 6.1 shall govern any Enforcement Claims (as defined below) other than those brought against Sublicensees.

a. New Sky shall be responsible for bringing any legal claim, complaint, or lawsuit necessary against third parties (“**Enforcement Claim**”) to protect the Licensed Technology from infringement in the New Sky Field of Use; *provided, however*, that in such event: (i) New Sky shall promptly provide to Licensor and North Shore notice of such Enforcement Claim; (ii) New Sky shall keep Licensor and Holdco appraise of any development in such Enforcement Claim; (iii) New Sky shall provide Licensor and North Shore any information reasonably requested by Licensor or North Shore related to the Enforcement Claim; (iv) Licensor and/or North Shore shall be entitled to take any action necessary to protect the Licensed Technology, including joining in the Enforcement Claim; (v) Licensor and North Shore shall provide New Sky, at New Sky’s expense, such assistance in investigating and defending the Enforcement Claims as New

Sky may reasonably request; and (vi) New Sky shall be entitled to retain all proceeds from such Enforcement Claim.

b. Licensor shall be responsible for bringing any Enforcement Claim to protect the Licensed Technology from infringement outside of the New Sky Field of Use; *provided, however*, that in such event: (i) New Sky shall provide Licensor, at Licensor's expense, such assistance in investigating and defending the Enforcement Claims as Licensor may reasonably request; and (ii) Licensor shall be entitled to retain all proceeds from such Enforcement Claim.

c. In the event that a Party decides not to bring an Enforcement Claim as permitted under this Section 6.1, such Party shall notify the other Parties of its decision and either of such other Parties (the "**Enforcing Party**") may bring such Enforcement Claim on the notifying Party's behalf, in which case (i) the Enforcing Party shall bear its own costs and expense in bringing such Enforcement Claim; (ii) the other Parties shall provide the Enforcing Party, at the Enforcing Party's expense, such assistance in investigating and defending the Enforcement Claims as the Enforcing Party may reasonably request; and (iii) the Enforcing Party shall be entitled to retain all proceeds from such Enforcement Claim.

**6.2 Enforcement Claims Against Sublicensees.** This Section 6.2 shall govern any Enforcement Claims brought against Sublicensees. New Sky shall be primarily responsible for taking commercially reasonable steps to prohibit its Sublicensees from infringing the Licensed Technology outside of the New Sky Field of Use. New Sky shall provide Licensor and North Shore with prompt written notice in the event New Sky becomes aware that its Sublicensee is infringing the Licensed Technology outside of the New Sky Field of Use. Licensor or North Shore may, in its sole discretion, bring an Enforcement Claim against the Sublicensee for infringing the Licensed Technology outside of the New Sky Field of Use. In the event New Sky, on the one hand, or Licensor or North Shore brings an Enforcement Claim against any Sublicensee: (a) the other Party shall provide the enforcing Party, at the enforcing Party's expense, such assistance in investigating and defending the Enforcement Claim as the enforcing Party may reasonably request; and (b) the enforcing Party shall be entitled to retain all proceeds from such Enforcement Claim brought by the enforcing Party.

## 7. TERM AND TERMINATION

**7.1 Term.** Subject to the last sentence of Section 7.2, this Agreement shall be perpetual. Notwithstanding the foregoing, if New Sky does not pay the Joint Cost pursuant to Section 5.2 related to a particular Patent Right by the Joint Costs Payment Deadline, Licensor may, at Licensor's sole and absolute discretion, terminate the rights of New Sky with respect to such Patent Right hereunder solely as it relates to the jurisdiction in which such Joint Cost apply (e.g., if the Joint Cost relate to the preparation, filing, prosecution or maintenance of any Patent Rights in Canada and New Sky does not pay its share of such Joint Costs, New Sky rights to use the Patent Rights in Canada shall terminate, but not necessarily other jurisdictions), provided that even if the rights of New Sky with respect to such Patent Right hereunder are terminated, Licensor shall not have the right to license such rights to another third party.

**7.2 Breach.** If a Party claims that another Party has breached a provision of this Agreement and has given the alleged breaching Party written notice of such claim describing the claimed breach, the Party claimed to be in breach shall have a period of thirty (30) days to cure the claimed breach. If, after the expiration of such cure period, the related breach has not been cured, either non-breaching Party shall be entitled to: (a) request specific performance of this Agreement; or (b) seek damages as a result of such breach. Other than in the case of New Sky Competitor Change of Control, termination of this Agreement is not a remedy for any such breach. If a New Sky Competitor Change of Control and a New Sky breach of this Agreement, which has not been cured within the applicable thirty (30) day period mentioned above, Licensor shall, in addition to other rights at law or equity, have the right to terminate this Agreement.

## **8. GENERAL**

**8.1 Governing Law.** This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Colorado, without reference to its conflict of laws principles that would require the application of the laws of any other jurisdiction. Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the Federal or State courts sitting in Denver, Colorado. Each Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in the Federal or state courts sitting in city and county of Denver, Colorado, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

**8.2 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect, unless the unenforceable provisions are of such essential importance to this Agreement that it is to be reasonably assumed that the Parties would not have entered into this Agreement without such provisions.

**8.3 Modifications.** Any modification, amendment, supplement, or other change to this Agreement must be in writing and signed by the Parties. As used herein, the term "Agreement" shall include any such future modifications, amendments, supplements or other changes hereto.

**8.4 Assignments.** No right or obligation of either Party under this Agreement shall be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise without the express prior written consent of the other Party. Notwithstanding the foregoing, (a) New Sky shall have the rights to sublicense its rights hereunder in accordance with Section 2 without the consent of North Shore or Licensor and (b) North Shore shall have the right to transfer all of its ownership interest in Licensor to a third party without Licensor's or New Sky's consent or Licensor shall have the right to transfer any of the Licensed Technology to a third party (i.e., not a transfer between North Shore and New Sky or a transfer to an Affiliate of either Party) without North Shore's or New Sky's consent, in both cases if North Shore or Licensor, as applicable, also transfers all its rights and obligations under this Agreement to such third party and such third party assumes all of such rights and obligations. Any attempt to



otherwise assign, delegate or otherwise transfer any rights or obligations hereunder, without such consent, shall be void. Subject to the preceding sentence, this Agreement shall bind each Party and its permitted successors and assigns.

**8.5 Waivers.** All waivers must be in writing. The failure of any Party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving Party to enforce any other provision or right herein.

**8.6 Bankruptcy Code.** The Parties acknowledge and agree that this Agreement is a contract under which Licensor is a licensor and New Sky is a licensee of intellectual property as provided in Section 365(n) of Title 11, United States Code (the "**Bankruptcy Code**"). Licensor acknowledges that if Licensor as a debtor in possession, or a trustee, in bankruptcy rejects this Agreement, New Sky may elect to retain its rights under this Agreement as provided in Section 365(n) of the Bankruptcy Code. Upon written request of New Sky to Licensor or the bankruptcy trustee, Licensor or such trustee will not interfere with the rights of New Sky as provided in this Agreement.

**8.7 Rights and Remedies.** All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently, and shall not be deemed exclusive except as expressly provided in this Agreement. If any legal action is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its reasonable attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

**8.8 Construction.** The headings and subheadings contained herein shall not be considered a part of this Agreement. This Agreement may be executed in several counterparts, all of which shall constitute one agreement

**8.9 Notices.** Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by electronic mail (email) or other electronic transmission, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth after the signatures to this Agreement or to such other address as shall be given in accordance with this Section. If notice is given in person, by courier or by electronic transmission, it shall be effective upon receipt; and if notice is given by mail, it shall be effective three (3) business days after deposit in the mail.

**8.10 Entire Agreement.** This Agreement, and any Exhibits hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior agreements between the Parties, whether written or oral, relating to the same subject matter. This Agreement amends and restates in its entirety the Original Agreement.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement as of the Effective Date.

SULFURCYCLE INTELLECTUAL PROPERTY HOLDING COMPANY LLC      NORTH SHORE EXPLORATION AND PRODUCTION, LLC

NORTH SHORE EXPLORATION AND PRODUCTION, LLC

BY: NORTH SHORE ENERGY, LLC

BY: NORTH SHORE ENERGY, LLC

By  \_\_\_\_\_

By  \_\_\_\_\_

Name: Steve Swanson

Name: Steve Swanson

Title: Chief Executive Officer

Title: Chief Executive Officer

NEW SKY ENERGY, LLC

By \_\_\_\_\_

Name: Deane Little

Title: Chief Executive Officer

[Signature Page to A&R New Sky License Agreement]

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement as of the Effective Date.

SULFURCYCLE INTELLECTUAL PROPERTY NORTH SHORE EXPLORATION AND  
HOLDING COMPANY LLC PRODUCTION, LLC

NORTH SHORE EXPLORATION AND  
PRODUCTION, LLC

BY: NORTH SHORE ENERGY, LLC

BY: NORTH SHORE ENERGY, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Name: Steve Swanson

Name: Steve Swanson

Title: Chief Executive Officer

Title: Chief Executive Officer

NEW SKY ENERGY, LLC

By C. Deane Little

Name: Deane Little

Title: Chief Executive Officer

[Signature Page to A&R New Sky License Agreement]

**Exhibit A**

**Licensed Technology**

***SulfurCycle E***

U.S. 61/745,355, expired  
Filed: December 21, 2012  
TREATMENT OF HYDROGEN SULFIDE

U.S. 14/649,134  
Filed: December 20, 2013  
TREATMENT OF HYDROGEN SULFIDE

Related:  
PCT/US2013/077251, lapsed  
Australia (2013364034)  
Canada (2,891,133)

U.S. 62/017,146, expired  
Filed: June 25, 2014  
METHOD TO PREPARE ONE OR MORE CHEMICAL PRODUCTS USING  
HYDROGEN SULFIDE

Related:  
PCT/US2015/036254, lapsed  
Canada (2,952,810)  
U.S. 15/319,990

***SulfurCycle R***

U.S. 62/314,252, expired  
Filed: March 28, 2016  
METHODS OF PRODUCING FERRIHYDRITE NANOPARTICLE SLURRIES, AND  
SYSTEMS AND PRODUCTS EMPLOYING THE SAME

Related:  
PCT/US17/24345  
U.S. 15/470,665

***SulfurCycle X***

SCX is an electrochemical gas sweetening process that utilizes a chelated iron agent to oxidize hydrogen sulfide. The spent (chemically reduced) iron salt is regenerated (oxidized) in a low voltage electrochemical cell. New Sky has not filed patents or otherwise disclosed any public information about SCX.

***Trademark - SulfurCycle***

Registration Number 4867750

Registration Date December 8, 2015

**Exhibit B**

**CarbonCycle Technology**

*CarbonCycle (for all purposes other than the purpose of manufacturing sodium hydroxide for SufurCycle E operations in the Oil and Gas Applications)*

U.S. 60/921,598, expired

Filed: April 3, 2007

NOVEL ELECTROCHEMICAL METHOD FOR REMOVING CARBON DIOXIDE FROM GAS STREAMS AND SIMULTANEOUSLY GENERATING HYDROGEN GAS

U.S. Patent 8,227,127

Issued: July 24, 2012

ELECTROCHEMICAL APPARATUS TO GENERATE HYDROGEN AND SEQUESTER CARBON DIOXIDE

Related:

U.S. 12/062,374, abandoned

PCT/US2008/059310, lapsed

Europe (08733113.8), withdrawn

Canada (2,682,952)

China (200880017219.5), abandoned

Australia (2008237264)

Hong Kong (11108683.2), abandoned

China (201310108773.7)

U.S. 12/062,269, abandoned

Filed: April 3, 2008

ELECTROCHEMICAL METHODS TO GENERATE HYDROGEN AND SEQUESTER CARBON DIOXIDE