

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5217194

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	OTG RESEARCH LLC	05/15/2015
RECEIVING PARTY DATA		
Name:	CMETRIX FUELS LLC	
Street Address:	128 RACQUETTE DRIVE	
City:	FORT COLLINS	
State/Country:	COLORADO	
Postal Code:	80524	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	8492601	
Patent Number:	9006504	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	360.420.0478	
Email:	jerryec@comcast.net	
Correspondent Name:	JERRY CARDWELL	
Address Line 1:	558 CASTLE PINES PKWY., UNIT B4, #120	
Address Line 4:	CASTLE PINES, COLORADO 80108	
NAME OF SUBMITTER:	JERRY CARDWELL	
SIGNATURE:	/s/ Jerry Cardwell	
DATE SIGNED:	11/01/2018	
Total Attachments: 11		
source=CMetrix Fuels Exclusive License Agreement with OTG#page1.tif		
source=CMetrix Fuels Exclusive License Agreement with OTG#page2.tif		
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EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement (hereinafter "Agreement") is entered into this 15th day of May, 2015 ("Effective Date") by and between OTG Research LLC, a Colorado Limited Liability Company, having a principal place of residence at 10083 Park Meadows Dr., #83204, Lone Tree, CO 80124, United States ("Licensor") and CMetrix Fuels LLC, a Colorado Limited Liability Company, having a principal place of business at 1520 East Mulberry, Fort Collins, CO 80524, United States ("Licensee"), which are collectively referred to as the "Parties."

WHEREAS, Licensee desires to obtain an exclusive license to certain Licensed Patent(s) (defined below) and Confidential Information (defined below) in the Field of Use (defined below) that are owned or developed by Licensor in order to market, implement, perform, and/or sub-license the Licensed Intellectual Property Rights (defined below);

WHEREAS, Licensor is willing to grant to Licensee an exclusive license to such Licensed Patent(s) and Confidential Information as pertain to technology in the Field of Use on the conditions set forth in this Agreement for the marketing, implementation, performance, and/or sub-licensing of the Licensed Intellectual Property Rights; and,

NOW, THEREFORE, it is agreed as follows:

1. Definitions

- 1.1 "Confidential Information" means all information relating to the Licensed Patent(s) that Licensor has treated as confidential.
- 1.2 "Field of Use" means converting any petroleum based products into fuels.
- 1.3 "Force Majeure", as used in this Agreement, means war or insurrection, fire, flood, strike, labor trouble, work stoppage, embargo, accident, riot, act of governmental authority, act of God, or contingency beyond the reasonable control of the parties which prevent performance of obligations under this Agreement.
- 1.4 "Licensee Net Revenue" means all of the monies and/or other consideration received with respect to the sale, licensing, or other disposition of the Licensed Intellectual Property Rights of the Licensed Patent(s), after deduction of reasonable out-of-pocket costs of Licensee resulting from payment to vendors and suppliers of raw materials and other out-of-pocket costs of Licensee resulting from payment to third parties, payment of taxes, payment of insurance costs, and payment of other reasonable overhead costs.
- 1.5 "Licensed Intellectual Property Rights" means worldwide rights relating to the Licensed Patent(s), including performance, implementation or operation that would infringe the Licensed Patent(s) but for the license rights granted herein.
- 1.6 "Licensed Patent(s)" means U.S. and foreign patents issuing from U.S. patent number 8,492,601B1 issued July 23, 2015 entitled METHODS FOR

CONVERTING USED OIL INTO FUEL and patent number 9,006,504B2 issued April 14, 2015 entitled METHODS FOR CONVERTING MOTOR OIL INTO FUEL all continuation, continuation-in-part, divisional, reissue and re-examination applications.

- 1.7 Words and phrases used in this Agreement which are not otherwise defined shall be interpreted in accordance with the common usage for such terms in the United States of America. Technical terms, unless otherwise defined shall, be interpreted consistent with their common usage in the Field of Use. Words in the singular include the plural and vice versa, unless expressly or implicitly limited.

2. Grant Clause

- 2.1 Licensor grants to Licensee an exclusive, royalty-bearing, non-assignable United States and Puerto Rico license under the Licensed Patent(s) and Confidential Information to market, implement, and/or perform the Licensed Intellectual Property Rights, together with the right to sublicense these same rights to others.
- 2.2 Grantor hereby reserves unto itself, its successors and assigns, any and all of the Carbon Rights and their constituents, carbon credits, carbon sequestration, carbon production, and other components related to the production or sale of Carbon Rights created from the process. The within reservation of the aforesaid Carbon Rights pertains to the exclusive right to execute any and all contractual arrangements whereby the reserved Carbon Rights could be transferred by Grantor to third parties, and the within reservation also pertains to the exclusive right to receive any and all bonuses, royalties, shut-in and/or delayed marketing payments and any other types of rental or lease payments associated with any of the aforementioned contractual arrangements with third parties; together with the ownership of any future Carbon Rights and their constituents, and other Carbon Rights, in total.

3. Consideration

- 3.1 85% of the company will be retained by current owners in the licensor, OTG Research LLC. These current owners may have different entities than those in OTG but will have the same managing/controlling members as those in OTG Research LLC.
- 3.2 New licensee members shall deposit in the company' account \$300,000 for 5% ownership by new investors. This money will be used for design and operating costs to move the company forward with sublicensees.
- 3.3 New licensee members will have the option to purchase up to an additional 10% interest for \$1,350,000 by September 1, 2015. This money will be paid to licensor. Licensee will be able to purchase as little as an additional 1% at \$135,000 per 1% ownership.

4. Term and Termination

- 4.1 This Agreement shall become effective on the "Effective Date" and shall continue until termination or expiration ("Term").
- 4.2 Termination: Either party may terminate this Agreement for any material breach by the other party which continues for more than 30 days after written notice of such material breach is delivered to the breaching party. A material breach includes non-payment by the Licensee according to the terms of this Agreement. If Licensee materially breaches this Agreement, Licensor may provide Licensee written notice of such breach. If such breach is not cured within thirty (30) days of receipt of such notice, Licensor has the option of terminating this Agreement by providing Licensee with a notice of termination, at which time this Agreement will be terminated. Once this Agreement is terminated, Licensee agrees not to market, implement, perform, make, use, sell, offer for sale, import, mark, reproduce, distribute, prepare derivative works of and/or sub-license the Licensed Intellectual Property Rights, and shall otherwise cease the exercise of any of the Licensed Intellectual Property Rights granted to Licensee under this Agreement. Waiver by the non-breaching party of its right to cancel this Agreement due to any particular breach of any provisions thereof shall not be construed as a continuing waiver.
- 4.3 No termination of this Agreement shall affect obligations accrued prior to the date of termination, such as payment of royalties due on products made or sold prior to such termination date and later delivered, and Licensee's obligations of confidence under Article 5 below.
- 4.4 The rights and obligations of Articles 5-7 shall survive termination of this Agreement.
- 4.5 If Licensee becomes bankrupt or insolvent, or if the business of Licensee is placed in the hands of a Receiver, Assignee or Trustee, whether by the voluntary act of Licensee or otherwise, this Agreement shall immediately terminate.
- 4.6 Termination of this Agreement under any paragraph of this Article 5 has no effect upon any of either party's rights or remedies at law or in equity.
- 4.7 This Agreement shall expire upon the expiration of the Licensed Intellectual Property Rights.

5. Confidentiality

- 5.1 Licensee agree to maintain Confidential Information in confidence and to refrain from disclosing Confidential Information to others during the term of this Agreement and for a period of three (3) years after termination of this Agreement using the same degree of care as Licensee takes to safeguard its own proprietary information of the same general nature, but in no event shall Licensee use less than a reasonable degree of care.

- 5.2 Licensee agrees that it will not use Confidential Information except for purposes expressly licensed under this Agreement.
- 5.3 Licensee may, with Licensor's prior written permission, which shall not be unreasonably withheld, disclose Confidential Information pertaining to the Licensed Intellectual Property Rights to other persons in the regular course of business where necessary, provided such other persons agree in writing to abide by obligations of confidentiality no less stringent than those contained in this Agreement.
- 5.4 The obligations of confidentiality shall not apply to any information which:
- (A) was known to Licensee prior to the receipt of such information from Licensor, as evidenced by written records or other reliable evidence, and such information was not directly or indirectly derived from Licensor;
 - (B) is or becomes known to the general public through no fault of Licensee;
 - (C) is received by the Licensee without restriction on its disclosure or in good faith from a third party purporting to have the right to transmit the same;
 - (D) is independently developed by employees of Licensee who have had no access to Confidential Information; and/or
 - (E) is required to be disclosed to governmental authorities or courts as a result of operation of law, regulation, or court order, provided, however, immediate written notice of any such request by governmental authorities or courts must be provided to Licensor, all reasonable steps must be taken by Licensee to restrict further disclosure of the affected information by said authorities or court and information so disclosed shall not be otherwise removed from these secrecy obligations.

6. Licensor Representations, Warranties and Indemnifications

- 6.1 Licensor warrants that it has the rights necessary to grant the licenses granted herein to enter into this Agreement.
- 6.2 Licensor shall not be liable for any direct, indirect, special, incidental or consequential damages as a result of the activities of Licensee under this Agreement, including but not limited to, personal injury, property damage or shutdown, or non-operation of any facility, however caused or any theory of liability, whether based in contract, tort (including negligence), strict liability or otherwise and regardless of whether either party has been advised of the possibility of such damages.
- 6.3 THE INFORMATION AND RIGHTS GRANTED HEREIN ARE PROVIDED "AS IS". LICENSOR MAKES NO REPRESENTATION OR WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR IS THERE ANY OTHER EXPRESSED OR IMPLIED WARRANTIES EXCEPT THOSE EXPRESSLY STATED IN THIS ARTICLE. LICENSEE'S REMEDIES WITH RESPECT TO LICENSOR'S REPRESENTATIONS AND

WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS AGREEMENT.

- 6.4 Licenser warrants that it has no knowledge or information that the Intellectual Property Rights granted under this Agreement are invalid or unenforceable for any reason.
 - 6.5 Licenser makes no warranties with respect to freedom from alleged infringement of third party patents or freedom from third party infringers, and Licenser is not under any obligation to hold Licensee harmless against such alleged infringement of third party patents nor to enforce its patent properties against alleged infringers.
 - 6.6 Licenser makes no representation or warranty as to the commercial utility of technology covered by the Licensed Patent(s) or Confidential Information.
 - 6.7 Licenser warrants that it has not granted any rights to the Licensed Products to third parties.
 - 6.8 Licensee understands and agrees that Licenser does not warrant the validity of the patents or the patentability of the patent applications licensed herein.
 - 6.9 Licensee is solely responsible for its activities carried out under the license granted hereunder. Except for the representation made in paragraph 6.1 above, Licenser makes no representations, extends no warranties of any kind, either express or implied, and assumes no responsibilities whatsoever with respect to the practice by Licensee or its customers of the Licensed Patent(s) or Confidential Information or both, and Licensee agrees to hold Licenser harmless from and assume all risk, liability, or lawsuits arising out of, or in the course of, such practice.
 - 6.10 There is no implied license to Licensee under any patent or application for patent not specified herein and there are no understandings, written or oral, of any nature whatsoever concerning this Agreement or the license(s) granted herein that are not covered by this written Agreement.
7. Licensee Representations, Warranties and Indemnifications
- 7.1 Licensee warrants to Licenser that Licensee has the authority to enter into this Agreement. Licensee represents and warrants that it has or will obtain all government approvals required to meet the obligations undertaken by Licensee under this Agreement.
 - 7.2 Licensee represents and warrants to Licenser that Licensee has the expertise necessary to practice the Licensed Patent(s) and Confidential Information in a safe and effective manner. Licensee acknowledges that (a) Licenser has no control over, or responsibility for, the manner in which Licensee utilizes the Licensed Patent(s) and Confidential Information under the terms of this

Agreement; and (b) Licensee utilizes the Licensed Patent(s) and Confidential Information at its own risk.

- 7.3 Licensee shall defend, indemnify and hold harmless Licensor, its successors, assigns and agents from any and all claims, causes of action, losses, liabilities and expenses including, but not limited to, reasonable attorneys' fees to third parties (including Licensee's employees) arising out of any breach of this Agreement by Licensee.
- 7.4 Licensee is solely responsible for all of Licensee's activities carried out pursuant to the rights granted under this Agreement. Licensee agrees to indemnify and hold Licensor harmless for any damages, attorneys' fees, personal injury, death, environmental damage or property damage, any defects in design, materials or workmanship of any kind, or any other risk or liability associated with any actions taken by Licensee relating to the subject matter of this Agreement.
- 7.5 Except for the representations made herein, Licensee makes no representations, extends no warranties of any kind, either express or implied and it assumes no responsibilities whatsoever with respect to any actions taken by Licensor under this Agreement.

8. Hold Harmless

- 8.1 Licensee acknowledges it is fully aware of the hazards associated with the Licensed Intellectual Property Rights, and undertakes to see that all possible methods and equipment are utilized to reduce the risks of property damage and personal injury from the use of the Licensed Intellectual Property Rights, including instructing all customers, employees or agents who may work with, or may be in any other way exposed to such hazards.
- 8.2 Licensor will not be liable to the Licensee in contract, in tort (including Licensor's negligence), under any warranty, or otherwise, for any special, incidental, indirect, or consequential damage or losses arising out of the performance of this Agreement and/or the practice of the Licensed Patent(s) or Confidential Information, including, but not limited to, loss of use, expenses involving costs of capital, loss of profits or revenues of the loss of use thereof, cost of purchased or replacement product (including additional expenses incurred in using existing manufacturing facilities).

9. Patent Maintenance

- 9.1 Licensor agrees to maintain registrations for the Intellectual Property Rights.
- 9.2 Further, Licensor is responsible for prosecuting all applications for registration of the Intellectual Property Rights that are filed by Licensor.
- 9.2 If Licensor elects not to continue prosecution of any related patent application or to maintain any Licensed Patent, Licensor shall promptly notify Licensee in

writing and grant Licensee the right to continue patent prosecution or to maintain any such Licensed Patent. One hundred percent (100%) of all costs incurred by Licensee in continuing prosecution or in maintaining such patents shall be deducted from the royalty payments due to Licensor by Licensee under Article 3 hereof.

10. Enforcement of Licensed Patent(s)

- 10.1 Licensor retains the right to enforce the Licensed Intellectual Property Rights against infringers and bring actions solely in Licensor's name. Licensee agrees to join in any action brought by Licensor if required by a Court of competent jurisdiction. Licensor shall maintain the entire control of such action and agrees to reimburse Licensee for any reasonable out-of-pocket expenses incurred by Licensee. Any monetary recovery shall be kept by Licensor.
- 10.2 Licensee shall notify Licensor in writing of any conflicting uses of, or any applications or registrations for, the technology covered by the grants made in Article 2, or of any acts of infringement or acts of unfair competition involving the Licensed Patent(s) or Confidential Information, promptly after such matters are brought to Licensee's attention or it has knowledge thereof.
- 10.2 Licensee agrees to provide reasonable assistance to Licensor, during the Term of this Agreement, in enforcing the Licensed Intellectual Property Rights against infringers.
- 10.3 All costs associated with Licensor bringing infringement actions against third parties shall be paid by Licensor.

11. Technical Assistance

- 11.1 Licensor will provide Confidential Information at Licensee's request regarding the implementation and/or performance of the Licensed Intellectual Property Rights.

12. Export Controls

- 12.1 Unless prior written authorization is obtained from the Office of Export Control, Licensee shall not export, directly or indirectly, any technical data which originated in the U.S.A., or the direct product of such technical data, in violation of Part 779 of the Export Control Regulations, as published by the United States Department of Commerce. This obligation shall survive any termination of this Agreement.
- 12.2 Licensee further agrees to be bound by the terms of duly issued regulations and laws of the U.S.A. restricting or otherwise affecting the use by Licensee of Licensor's IP Rights and Confidential Information originating in the U.S.A., whether those regulations and laws are presently in effect or may become effective at any time during the term of this Agreement.

13. Notices

- 13.1 All notices under this Agreement shall be in writing and sent to the other party at the address specified above.
- 13.2 The notices specified in Paragraph 14.1 shall be effective upon the first to occur of (a) receipt of a complete facsimile transmission of such notice and (b) the date when a registered or certified letter, duly addressed to the home office of the addressed party, is deposited in the United States mails by the other party. Until written notice of a change of address has been given, the addresses given above in this Agreement shall be considered the home office of the parties.

14. Force Majeure

- 14.1 If a Force Majeure circumstance occurs, the party so affected shall be excused from the performance of the particular obligation affected during the period of the Force Majeure circumstance to the extent so hindered or prevented.

15. General Assurances

- 15.1 The parties agree to execute, acknowledge and deliver all such further instruments, and to do all such other acts as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.

16. Arbitration

- 16.1 Any controversy arising out of, or relating to, this Agreement or any modification or extension thereof, including any claim for damages or rescission, or both, shall be the exclusive remedy to be settled by arbitration in Denver, Colorado, in accordance with the rules then in effect of the American Arbitration Association.
- 16.2 The parties consent to the jurisdiction of the Supreme Court of the State of Colorado and of the United States District Court for the District of Colorado for all purposes in connection with arbitration. The parties consent that any process or notice of motion or other application to either of said courts, and any paper in connection with arbitration, may be served by certified mail, return receipt requested, or by personal services, or in such other manner as may be permissible under the rules of the applicable court or arbitration tribunal, provided a reasonable time for appearance is allowed.
- 16.3 Selection of the arbitrator(s) shall be in accordance with the rules specified in Paragraph 16.1 above; provided, however, that in all cases an odd number of arbitrators shall be chosen.
- 16.4 The award rendered by the arbitrator(s) shall be based upon a majority decision.

16.5 The parties further agree that arbitration proceedings must be instituted within one year after the claimed breach occurred, and that the failure to institute arbitration proceedings within such period shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

16.6 The parties still further agree that judgment rendered by the arbitrator(s) shall be binding on the parties and may be entered in either of the courts specified in Paragraph 17.2 above.

17. Waiver

17.1 Waiver of any one or more defaults or breaches under this Agreement shall not constitute a continuing waiver of the same or any other default or breach subsequently occurring.

17.2 Licensor's waiver of its right to terminate this Agreement for any reason shall not be construed as a continuing waiver.

17.3 The failure of either party to insist in any one or more instances upon performance of any provisions of this Agreement shall not be construed as a waiver or relinquishment of any such provision, and the obligation of the other party with respect to such future performance shall continue in full force and effect.

18. Miscellaneous Provisions

18.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior discussions between the parties. There are no terms, obligations, covenants, express or implied warranties, representations, statements or conditions other than those set forth in this Agreement. No variation or modification of this Agreement or waiver of any of its terms or provisions shall be valid unless in writing and signed by both parties.

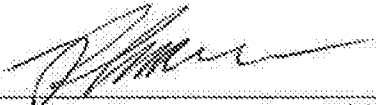
18.2 Severability: Should any part of this Agreement for any reason be declared invalid or unenforceable, such decision shall not affect the validity or enforceability of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid or unenforceable portion thereof eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such part, parts or portion which may, for any reason, be hereafter declared invalid or unenforceable. Should any material term of this Agreement be in conflict with any laws or regulations, the parties shall in good faith attempt to negotiate a lawful modification of this Agreement which will preserve, to the greatest extent possible, the original expectation of the parties.

18.3 Copyright or Trademark: No license under any copyright or trademark of Licensor is granted under this Agreement.


- 18.4 Compliance: Licensee will comply with any applicable laws and regulations, including, but not limited to, applicable local, regional or national safety and environmental legislation.
- 18.5 Choice of Law: This Agreement is to be construed by and interpreted in accordance with the laws of the State of Colorado, U.S.A., without regard to any conflict of law principles. All questions concerning the construction or effect of Licensed Patents or related patent applications shall be decided in accordance with the laws of the country in which the particular patent application or patent concerned has been filed or granted, as the case may be.
- 18.6 Language: For all purposes, the English Language shall be used and prevail in all matters affecting this Agreement.
- 18.7 This Agreement shall bind the parties hereto and inure to their benefit, their heirs and assigns.
- 18.8 Each of the parties below has contacted their own legal counsel and has obtained legal representation with respect to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representatives.

OTG RESEARCH LLC (Licensor)

By:  PHILIP A BOE
MANAGING MEMBER Title:

CMetaya Fuel LLC (Licensee)

By:  Richard Hansen
managing member Title: