

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5845381

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BIOCLEAVE LIMITED	11/13/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	GREENFLAME PRODUCTS, LLC	
<b>Street Address:</b>	870 BLUFF CIRCLE	
<b>City:</b>	MENDOTA HEIGHTS	
<b>State/Country:</b>	MINNESOTA	
<b>Postal Code:</b>	55118	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8728178	
<b>Patent Number:</b>	9084507	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(614)462-2634	
<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>		
<b>Email:</b>	dlewis@keglerbrown.com	
<b>Correspondent Name:</b>	LORRAINE HERNANDEZ	
<b>Address Line 1:</b>	65 EAST STATE STREET	
<b>Address Line 2:</b>	SUITE 1800	
<b>Address Line 4:</b>	COLUMBUS, OHIO 43215	
<b>NAME OF SUBMITTER:</b>	LORRAINE HERNANDEZ	
<b>SIGNATURE:</b>	/Lorraine Hernandez/	
<b>DATE SIGNED:</b>	12/02/2019	
<b>Total Attachments: 5</b>		
source=GBI.GPL.IP Assignment.Final.(13 Nov 19)#page1.tif		
source=GBI.GPL.IP Assignment.Final.(13 Nov 19)#page2.tif		
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source=GBI.GPL.IP Assignment.Final.(13 Nov 19)#page5.tif		

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment"), dated as of November 13, 2019, is made by BIOCLEAVE LIMITED (f/k/a GREEN BIOLOGICS LIMITED) (company number 04358718) a private limited company incorporated in England and Wales whose registered office is at 15AAH Brook Drive, Milton Park, Abingdon, Oxfordshire, OX14 4SD ("GBL"), in favor of GREENFLAME PRODUCTS, LLC ("Greenflame"), a Minnesota limited liability company, located at 870 Bluff Circle, Mendota Heights, MN 55118.

WHEREAS, Greenflame entered into that certain Intellectual Property Purchase Agreement, dated as of February 19, 2016 (the "IP Purchase Agreement") with Green Biologics, Inc. ("GBI"), a subsidiary of GBL, pursuant to which Greenflame sold certain intellectual property ("Greenflame IP") to GBI. Pursuant to that certain intellectual property assignment agreement dated as of June 28, 2016 between GBL and GBI, GBI transferred all of the Greenflame IP to GBL.

WHEREAS, GBL wishes to transfer the Greenflame IP back to Greenflame, and accordingly the parties are executing and delivering this Intellectual Property Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GBL hereby irrevocably conveys, transfers and assigns to Greenflame, and Greenflame hereby accepts, all of GBL's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, results of any post grant review or inter-partes review, reexaminations and renewals thereof (the "Patents");

(b) the registered and unregistered trademarks and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the IP Purchase Agreement, the transfer of GBL's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) registrations of the internet domain names set forth on Schedule 1, whether or not incorporating GBL's trademarks, service marks or other proprietary indicia of goods and services of GBL, registered to GBL in any generic top level domain by any authorized private registrar or governmental authority (the "Domain Names");

(d) all rights of any kind whatsoever of GBL accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, accruing on and after the date hereof (all claims and causes of action accruing before the date hereof shall be retained by GBL), including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** GBL hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, and any domain registrar to record and register this IP Assignment upon request by Greenflame. Following the date hereof, upon Greenflame's reasonable request GBL and GBI shall take such steps and actions, and provide such cooperation and assistance to Greenflame and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Greenflame, or any assignee or successor thereto.

3. **Representations and Warranties, and Covenants.** GBL hereby represents and warrants, and covenants to Greenflame as follows:

(a) GBL has good title to, and owns outright, the Assigned IP free and clear of any liens, encumbrances, security interests, charges, restrictions, options or claims of any kind ("Liens"), and the assignment of the Assigned IP to Greenflame under this IP Assignment vests in Greenflame good and valid title thereto, free and clear of any Liens.

(b) If at any time after the date of this IP Assignment any further actions are necessary or desirable to carry out the purposes of this IP Assignment, GBL and the proper officers, directors and shareholder/owners of GBL (the "GBL Parties") shall promptly execute any documents and take any reasonable actions necessary to vest title in Greenflame and its successors and assigns to the Assigned IP. To the extent that the GBL Parties refuse or are unable to take any such actions as set forth in this IP Assignment, the GBL Parties both individually and collectively hereby grant Greenflame, and its successors, assigns and legal representatives the power to act as the GBL Parties', both individually and collectively, attorney in fact to take such actions, including, but not limited to, signing documents and filing them with applicable authorities, as if one or more of the GBL Parties had performed such actions and signed such documents themselves.

4. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to

any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

SIGNED, SEALED AND DELIVERED by:

BIOCLEAVE LIMITED  
(f/k/a GREEN BIOLOGICS LIMITED)

Signature: [Signature]

Printed name: Sean Sutcliffe

Title: Director

Date: 13 Nov 2013

GREENFLAME PRODUCTS, LLC

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Notary/Witness: On the date set forth opposite my signature, before me personally appeared the person whose name is set forth opposite my signature, and such person executed this instrument in my presence for the purpose contained herein, by signing his name hereto.

Signature: [Signature]

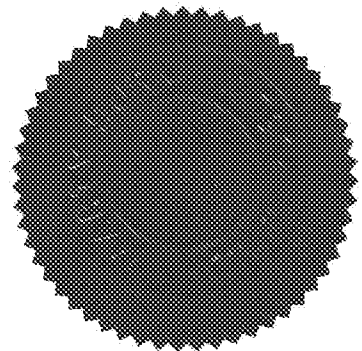
Printed name: MARTIN BURN

Notary/Witness: On the date set forth opposite my signature, before me personally appeared the person whose name is set forth opposite my signature, and such person executed this instrument in my presence for the purpose contained herein, by signing his name hereto.

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Martin James Henry Burn, Notary Public  
7200 The Quorum,  
Oxford Business Park North, Oxford, OX4 2JZ  
01865487136 martyburn@oxemplaw.co.uk



any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

SIGNED, SEALED AND DELIVERED by:

BIOCLEAVE LIMITED  
(f/k/a GREEN BIOLOGICS LIMITED)

Signature: \_\_\_\_\_

Printed name: Sean Sutcliffe \_\_\_\_\_

Title: Director \_\_\_\_\_

Date: \_\_\_\_\_

GREENFLAME PRODUCTS, LLC

Signature: \_\_\_\_\_

Printed name: David E. Mae \_\_\_\_\_

Title: President \_\_\_\_\_

Date: 11 March 2019 \_\_\_\_\_

Notary/Witness: On the date set forth opposite my signature, before me personally appeared the person whose name is set forth opposite my signature, and such person executed this instrument in my presence for the purpose contained herein, by signing his name hereto.

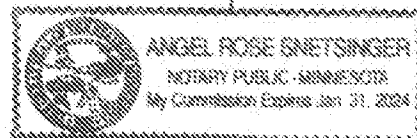
Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Notary/Witness: On the date set forth opposite my signature, before me personally appeared the person whose name is set forth opposite my signature, and such person executed this instrument in my presence for the purpose contained herein, by signing his name hereto.

Signature: \_\_\_\_\_

Printed name: Angel Snettinger \_\_\_\_\_



I, Angel Snettinger

certify that David E. Mae

provided proper identification and signed

before me on 11, 11, 2019

**SCHEDULE 1**

**List of Intellectual Property**

**Patents**

U.S. Patent No. US 8,728,178 B2 titled "Lighter fluid compositions with n-butanol and biodiesel"

U.S. Patent No. 9,084,507 titled "Method of lighting a fuel source comprising n-butanol and biodiesel"

**Trademarks**

GREENFLAME (common law)

U.S. Application Serial No. 86/818,267 for GREENFLAME

**Domain Names**

greenflame.com

greenflame.info

**PATENT**