

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6365656

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LICENSE
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BLUE REALM LOGIC	09/27/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	IONIZED ENERGY, LLC
<b>Street Address:</b>	129 ALEXANDER AVENUE
<b>City:</b>	HARTSDALE
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10530
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8475757
<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>	
<b>Phone:</b>	7175561032
<b>Email:</b>	patents@saxtonstump.com
<b>Correspondent Name:</b>	SAXTON & STUMP
<b>Address Line 1:</b>	280 GRANITE RUN DRIVE
<b>Address Line 2:</b>	SUITE 300
<b>Address Line 4:</b>	LANCASTER, PENNSYLVANIA 17601
<b>ATTORNEY DOCKET NUMBER:</b>	002971.00001
<b>NAME OF SUBMITTER:</b>	BRUCE J. WOLSTONCROFT
<b>SIGNATURE:</b>	/Bruce J. Wolstoncroft/
<b>DATE SIGNED:</b>	10/23/2020
<b>Total Attachments: 6</b>	
source=IonizedEnergy_Licensing_Agreement#page1.tif	
source=IonizedEnergy_Licensing_Agreement#page2.tif	
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## Exclusive Licensing Agreement

This Exclusive Licensing Agreement ("Agreement") is effective as of this 27 day of September, 2017 ("Effective Date") by and between BLUE REALM LOGIC, a British Columbia sole proprietorship with a principal place of business at 1053 Pintail Road, South Slokan, B.C., Canada, V0G-2G0 ("Licensor"), and IONIZED ENERGY, LLC, a Delaware limited liability company with a principal place of business at 129 Alexander Avenue, Hartsdale, New York, NY 10530 ("Licensee").

### 1. Grant of License

Licensor hereby grants to Licensee, and Licensee hereby accepts, an exclusive, worldwide, license ("License") to practice the Patent Rights, defined below, subject to the terms and conditions of this Agreement.

### 2. Definitions

"Patent Rights" shall mean U.S. patent number 8,475,757, published on July 2, 2013, of agents for carbon dioxide capture, agents for amine stabilization and methods of making agents for carbon dioxide capture and amine stabilization, including U.S. patent application number 12/675,939, filed January 28, 2010, and all patents issuing on said patent application, as they pertain to natural gas. Patent Rights shall further include reissues, reexaminations, renewals, extensions, and supplementary protection certificates of said patent, as well as all divisions, continuations, and continuations-in-part of said patent application. The Patent Rights shall extend worldwide to include any jurisdiction that has issued or will issue Licensor said patent, including, without limitation, the United States of America and Canada.

### 4. Maintenance Fees and Infringement

Licensee agrees to pay and perform all costs and obligations incurred during the term of this Agreement relating to the filing, prosecution, and maintenance of the Patent Rights, including, without limitation, defending the Patent Rights against infringement, interference, oppositions, and reexaminations.

### 5. Commercialization

Licensee agrees to make all reasonable efforts necessary to assure the effective research, development, and marketing of the Patent Rights, as they pertain to natural gas, for commercial purposes.

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## 6. Transferability

The License herein granted may not be assigned, sublicensed, or transferred by Licensee except with the express and written permission of Licensor.

## 7. Disclaimers and Indemnification

LICENSEE AGREES AND WARRANTS THAT IT HAS EXAMINED THE PATENTABILITY, VALIDITY, SCOPE, AND USEFULNESS OF THE PATENT RIGHTS AND SATISFIED ITSELF AS TO THE CONDITION OF THE PATENT RIGHTS LICENSED BY THIS AGREEMENT. LICENSEE IS RELYING UPON ITS OWN EXAMINATION OF THE PATENT RIGHTS AND HEREBY ACCEPTS THE PATENT RIGHTS IN THEIR "AS IS, WHERE IS" CONDITION. ANY RELIANCE ON OR USE OF DATA AND INFORMATION FURNISHED BY LICENSOR AND ITS REPRESENTATIVES HAS BEEN AND SHALL BE AT LICENSEE'S SOLE RISK. LICENSOR MAKES NO EXPRESS, AND DISCLAIMS ALL IMPLIED, WARRANTIES OF ANY KIND, INCLUDING THOSE OF TITLE, FREEDOM FROM INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR AND ITS REPRESENTATIVES SHALL HAVE NO LIABILITY TO LICENSEE FOR ANY CLAIMS CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY, BY THE PATENT RIGHTS, OR BY ANY INADEQUACY THEREOF OR THEREWITH, ARISING IN STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING OUT OF THIS LICENSE. LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND LICENSOR AND ITS REPRESENTATIVES FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, ATTORNEYS FEES, OR EXPENSES ARISING OUT OF OR OTHERWISE ATTRIBUTABLE TO THE DESIGN, PROCESS, MANUFACTURE, PRACTICE, PROSECUTION, MAINTENANCE, OR USE BY THE LICENSEE OF THE LICENSE, THE PATENT RIGHTS, OR ANY EMBODIMENT OF THE PATENT RIGHTS, OR OTHERWISE RELATED IN ANY WAY TO THE ACQUISITION OF THE LICENSE OR PATENT RIGHTS, WHETHER IN CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR ABSOLUTE LIABILITY, AND REGARDLESS OF FAULT OR NEGLIGENCE OF LICENSOR AND ITS REPRESENTATIVES.

## 8. Term and Termination

The Agreement and License conveyed hereby shall commence on the Effective Date and shall remain in effect until the expiration of the last Patent Rights licensed under this Agreement, unless sooner terminated in accordance with the provisions set forth herein.

Licensee may terminate this Agreement, with or without cause, effective thirty (30) days after Licensor's receipt of Licensee's written notice of termination. Termination of the Agreement shall terminate the License conveyed by the Agreement. Termination of the Agreement shall not release Licensee from any costs or obligations arising from this Agreement that accrue prior to or after termination, including, without limitation, Licensee's obligation to indemnify and hold harmless Licensor as described and agreed herein.

U.M.



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Licensor may terminate this Agreement, effective thirty (30) days after Licensee's receipt of Licensor's written notice of termination, if Licensee materially breaches this Agreement and Licensee fails to cure such breach within thirty (30) days after receiving such notice of termination from Licensor.

#### 9. Notice

Notice and other communications required or permitted hereunder shall be in writing and shall be valid and effective upon receipt if dispatched by first-class or certified mail, with postage prepaid, return receipt requested, to the party at the address provided below, or at such new address as may be designated with proper notice:

If to Licensor:

Blue Realm Logic  
c/o Mark Bublitz, Managing Partner  
1053 Pintail Road  
South Slokan, B.C., Canada V0G-2G0

If to Licensee:

Ionized Energy, LLC  
c/o Helmut D. Mayer, Managing Partner  
129 Alexander Avenue  
Hartsdale, NY 10530

#### 10. Entire Agreement and Severability

This Agreement represents the entire agreement between the Licensor and Licensee (collectively "Parties") as of the Effective Date and may only be subsequently altered or amended by an instrument in writing, signed by the Parties.

This Agreement replaces and supersedes any prior communications, negotiations, and agreements, written or oral, including any prior licensing agreements for the subject Patent Rights between the Parties or their predecessors. This Agreement also replaces and supersedes any prior licensing agreement for the Patent Rights between Licensor and any third party.

Any provision of this Agreement that is deemed to be or becomes void, illegal, invalid, or unenforceable shall be severable herefrom and ineffective to the extent of such voidability, illegality, invalidity, or unenforceability, and shall not invalidate, affect, or impair the remaining provisions of this Agreement.

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**11. Independent Contractors**

The Parties agree that each is an independent contractor; nothing in this Agreement will be construed to create a relationship of agency, employment, representation, joint venture, partnership, or other similar relationship between the Parties. Licensee shall not have the right to control or direct the details of the work performed by Licensor and vice versa.

**12. Tax**

The Parties agree that this Agreement does not constitute a transaction on which United States federal, state or local (or Canadian federal, provincial or local) transaction taxes are imposed, including, but not limited to sales tax, use tax, or transfer tax. IF ANY TYPE OF FEDERAL, STATE, PROVINCIAL, OR LOCAL TRANSACTION TAXES ARE IMPOSED ON THIS TRANSACTION AT ANY TIME, LICENSEE HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS, REIMBURSE, AND DEFEND LICENSOR FOR ANY LIABILITY FOR SUCH TAX.

**13. Governing Law**

This Agreement shall be construed and interpreted and its performance governed by the laws of the United States of America.

**14. Execution in Counterparts**

This Agreement may be executed in counterparts, each of which is declared to be an original, but all of which together shall constitute one and the same instrument, provided that the Agreement shall not be binding until executed by both Parties.

[SIGNATURE PAGE FOLLOWS – REMAINDER OF PAGE INTENTIONALLY BLANK]

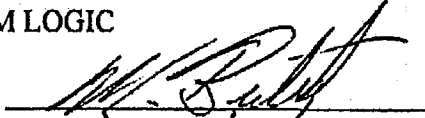
*U.M.*

*[Handwritten Signature]*

*PIC*

Licensors, BLUE REALM LOGIC, accepted, agreed, and intended to be legally bound by its duly authorized representatives as of the Effective Date.

BLUE REALM LOGIC

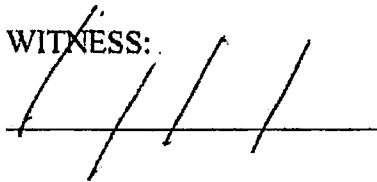
Signed: 

Date: Sept 27/17

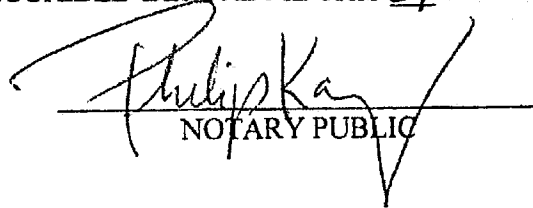
Printed Name: MARK BUBLITZ

Title: owner

WITNESS:



SWORN TO AND SUBSCRIBED BEFORE ME THIS 27 DAY OF SEPTEMBER, 2017.

  
NOTARY PUBLIC

PHILIP KANIGAN  
Notary Public  
2009 Columbia Avenue  
Castlegar, B.C. V1N 2W9  
Ph 250-365-2289 Fax 250-365-2275

WITNESSED AS TO EXECUTION ONLY  
NO LEGAL ADVICE SOUGHT OR GIVEN

U.M.



Licensee, IONIZED ENERGY, LLC, accepted, agreed, and intended to be legally bound by its duly authorized representatives as of the Effective Date.

IONIZED ENERGY, LLC

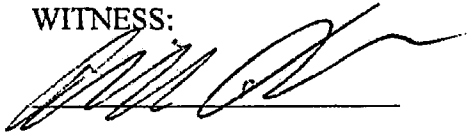
Signed: 

Date: 27 Sep 2017

Printed Name: Helmut Mayer

Title: Managing Director

WITNESS:



SWORN TO AND SUBSCRIBED BEFORE ME THIS 28 DAY OF September, 2017.

  
NOTARY PUBLIC

ESTHER NATHALIE MORALES  
Notary Public - State of New York  
NO. 01MO6357963  
Qualified in New York County  
My Commission Expires May 1, 2021