

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6536970

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RICHARD WILSON BELCHER	01/30/2017
HAN SUK KIM	02/23/2017
BRIAN BUEGE	03/18/2017
MARK L. JARAND	01/26/2017
RONALD A. SILLS	07/02/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	COOL PLANET ENERGY SYSTEMS, INC.
<b>Street Address:</b>	6400 SOUTH FIDDLERS GREEN CIRCLE
<b>City:</b>	GREENWOOD VILLAGE
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80111
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16883951
<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>Email:</b>	patentprocurement@perkinscoie.com
<b>Correspondent Name:</b>	PERKINS COIE LLP - CHI GENERAL
<b>Address Line 1:</b>	PO BOX 1247
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98111
<b>ATTORNEY DOCKET NUMBER:</b>	126267-8034.US36
<b>NAME OF SUBMITTER:</b>	DENISE WILSON
<b>SIGNATURE:</b>	/denise wilson/
<b>DATE SIGNED:</b>	02/05/2021
<b>Total Attachments: 8</b>	
source=1_Assignment#page1.tif	
source=1_Assignment#page2.tif	

source=1\_Assignment#page3.tif  
source=1\_Assignment#page4.tif  
source=1\_Assignment#page5.tif  
source=1\_Assignment#page6.tif  
source=1\_Assignment#page7.tif  
source=1\_Assignment#page8.tif

ASSIGNMENT

This Assignment ("Assignment") shall be effective as of December 28, 2016 ("Effective Date") by and between:

Richard Wilson Belcher, residing at 3700 Leeward Way, Apt. 1, Oxnard, CA 93035;

Han Suk Kim, residing at 2418 Avenida Otono, Thousand Oaks, CA 91362;

Brian Buege, residing at 16357 E. Aberdeen Ave., Centennial, CO 80016;

Mark L. Jarand, residing at 2956 Wauneta St., Newbury Park, CA 91320;

Michael C. Cheiky, residing at 3302 Bordero Lane, Thousand Oaks, CA 93012;

Ronald A. Sills, residing at 12423 Sumerland Ridge Lane, Houston, TX 77041;  
(collectively "ASSIGNORS"); and

Cool Planet Energy Systems, Inc., a Delaware corporation, having a principal place of business at 6400 South Fiddlers Green Circle, Greenwood Village, CO 80111 ("ASSIGNEE").

**1.0 BACKGROUND**

1.1 ASSIGNORS, through each ASSIGNOR'S respective fiduciary duty and/or employment with ASSIGNEE, as either fiduciary and/or employee, as the case may be, jointly invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States titled "BIOCHAR AS A MICROBIAL CARRIER," U.S. Patent Application Serial No. 15/393,214 filed on December 28, 2016 and any U.S. and foreign conversion or counterpart patent applications to which priority is claimed. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE, as employer of each ASSIGNOR, owns all right, title and interest in and to the Invention. ASSIGNORS, as consideration for each ASSIGNOR'S respective employment with ASSIGNEE, and/or based upon the duty of fidelity of each ASSIGNOR to ASSIGNEE, agree to execute all the necessary documents in order to perfect ASSIGNEE'S ownership in the Invention created or developed by ASSIGNORS during ASSIGNORS' employment with ASSIGNEE.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS are jointly executing this Assignment to ASSIGNEE to formally transfer to ASSIGNEE their equal and undivided right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

## 2.0 ASSIGNMENT

2.1 ASSIGNORS sell, assign and transfer to ASSIGNEE their equal, full and exclusive right, title and interest in and to the Invention and all Letters Patent that may be granted from the Invention in the United States, including conversions, continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted. ASSIGNORS also assign all right, title and interest in and to the Invention, including all intellectual property rights and copyrights in the Invention, to ASSIGNEE.

2.2 ASSIGNORS assign all of ASSIGNORS' equal and undivided right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

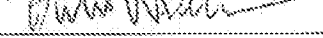
2.3 ASSIGNORS grant to ASSIGNEE the right to file applications on any aspect of the Invention in the name of all ASSIGNORS, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 ASSIGNORS further transfer and assign to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNORS further covenant that, upon ASSIGNEE'S request, ASSIGNORS will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNORS, and ASSIGNORS will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS and ASSIGNORS' respective heirs, legal representatives and assigns.

Date 1-30-17By   
Richard Wilson Belcher

Date \_\_\_\_\_

By \_\_\_\_\_  
Han Suk Kim

Date \_\_\_\_\_

By \_\_\_\_\_  
Brian Buege

Date \_\_\_\_\_

By \_\_\_\_\_  
Mark L. Jarand

Date \_\_\_\_\_

By \_\_\_\_\_  
Michael C. Cheiky

Date \_\_\_\_\_

By \_\_\_\_\_  
Ronald A. Sills

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS and ASSIGNORS' respective heirs, legal representatives and assigns.

Date \_\_\_\_\_

By \_\_\_\_\_

Richard Wilson Belcher

Date 2/23/17By 

Han Suk Kim

Date \_\_\_\_\_

By \_\_\_\_\_

Brian Buege

Date \_\_\_\_\_

By \_\_\_\_\_

Mark L. Jarand

Date \_\_\_\_\_

By \_\_\_\_\_

Michael C. Cheiky

Date \_\_\_\_\_

By \_\_\_\_\_

Ronald A. Sills

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS and ASSIGNORS' respective heirs, legal representatives and assigns.

Date \_\_\_\_\_

By \_\_\_\_\_

Richard Wilson Belcher

Date \_\_\_\_\_

By \_\_\_\_\_

Han Suk Kim

Date 10 Apr 17

By \_\_\_\_\_

Brian Buege

Date \_\_\_\_\_

By \_\_\_\_\_

Mark L. Jarand

Date \_\_\_\_\_

By \_\_\_\_\_

Michael C. Cheiky

Date \_\_\_\_\_

By \_\_\_\_\_

Ronald A. Sills

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS and ASSIGNORS' respective heirs, legal representatives and assigns.


Date \_\_\_\_\_

By \_\_\_\_\_  
Richard Wilson Belcher

Date \_\_\_\_\_

By \_\_\_\_\_  
Han Suk Kim

Date \_\_\_\_\_

By \_\_\_\_\_  
Brian BuegeDate Jan 26, 2017By   
Mark L. Jarand

Date \_\_\_\_\_

By \_\_\_\_\_  
Michael C. Cheiky

Date \_\_\_\_\_

By \_\_\_\_\_  
Ronald A. Sills

## ASSIGNMENT

This Assignment ("Assignment") shall be effective as of December 28, 2016 ("Effective Date") by and between:

Ronald A. Sills, residing at 12423 Summerland Ridge Lane, Houston, TX 77041; ("ASSIGNOR"); and

Cool Planet Energy Systems, Inc., a Delaware corporation, having a principal place of business at 6400 South Fiddlers Green Circle, Greenwood Village, CO 80111 ("ASSIGNEE").

### 1.0 BACKGROUND

1.1 ASSIGNOR through ASSIGNOR'S Advisory and/or Consulting Agreement with ASSIGNEE, jointly invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States titled "BIOCHAR AS A MICROBIAL CARRIER," U.S. Patent Application Serial No. 15/393,214 filed on December 28, 2016 and any U.S. and foreign conversion or counterpart patent applications to which priority is claimed. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE, as an advisory and/or consultant of ASSIGNOR, owns all right, title and interest in and to the Invention. ASSIGNOR, as consideration for ASSIGNOR'S respective engagement with ASSIGNEE, agrees to execute all the necessary documents in order to perfect ASSIGNEE'S ownership in the Invention created or developed by ASSIGNOR during ASSIGNORS' advisory/consulting arrangement with ASSIGNEE.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment to ASSIGNEE to formally transfer to ASSIGNEE his equal and undivided right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

### 2.0 ASSIGNMENT

2.1 ASSIGNOR sells, assigns and transfers to ASSIGNEE his equal, full and exclusive right, title and interest in and to the Invention and all Letters Patent that may be granted from the Invention in the United States, including conversions, continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted. ASSIGNOR also assigns all right, title and interest in and to the Invention, including all intellectual property rights and copyrights in the Invention, to ASSIGNEE.

2.2 ASSIGNOR assigns all of ASSIGNORS' equal and undivided right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNOR grants to ASSIGNEE the right to file applications on any aspect of the Invention in the name of all ASSIGNOR, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNOR further covenants that, upon ASSIGNEE'S request, ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR, and ASSIGNOR will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable. ASSIGNOR will be paid as per Consulting Agreement.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR and ASSIGNORS' respective heirs, legal representatives and assigns.

Date

July 2, 2017

By

Ronald A. Sills

Ronald A. Sills