506583894 03/30/2021 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6630676

SUBMISSION TYPE:			NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT					
CONVEYING PARTY D	ΑΤΑ						
			Name	Execution Date			
ANJU D KRIVOV					06/19/2019		
RECEIVING PARTY DA	TA						
Name:	GSR S	GSR SOLUTIONS LLC					
Street Address:	166 ST	166 STANIFORD RD					
City:	BURLI	BURLINGTON					
State/Country:	VERMO	VERMONT					
Postal Code:	05408						
PROPERTY NUMBERS	5 Total: 2		Number	7			
Property Type		1573					
••		15733330					
Application Number.		17240	0004				
CORRESPONDENCE	ΔΤΑ						
			860-1208				
			e-mail address first; if that is u				
using a fax number, if provided; if the Book Book Book Book Book Book Book Boo			601003	ent via	US Mall.		
Email:			unkielsaunders.com				
Correspondent Name:		•	VN GORDON				
•		91 CO	OLLEGE ST				
Address Line 4:	BURLINGTON, VERMONT 05402						
ATTORNEY DOCKET NUMBER:			638.002				
NAME OF SUBMITTER:			SHAWN GORDON				
SIGNATURE:			/Shawn Gordon/				
DATE SIGNED:			03/30/2021				
Total Attachments: 4							
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT is dated as of June <u>19</u>, 2019 (this "Assignment"), by and between Anju D. Krivov (formerly known as Anju Dahiya) residing in Burlington, VT (the "Assignor"), to GSR Solutions LLC, a Vermont limited liability corporation, with its principal place of business in Burlington, VT (the "Assignee").

WHEREAS, Assignor has agreed to assign to the Assignee certain ones of the Assignor's rights, title and interests in and to Assignor's intellectual property included in those assets, including without limitation the entire right, title and interest in and to those patents and patent applications identified on <u>Schedule A</u> attached hereto (collectively, the "Assigned Patents").

WHEREAS, Assignor is the exclusive owner of the Assigned Patents; and

WHEREAS, Assignee wishes to be the exclusive owner of the Assigned Patents, and Assignor wishes to transfer all of its ownership of the Assigned Patents to Assignee;

NOW, THEREFORE, in consideration of the Agreement and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers, assigns and delivers to Assignee, its successors and assigns, Assignor's entire right, title and interest in the U.S. and all foreign countries in and to the Assigned Patents and all rights, claims and privileges pertaining thereto, including without limitation, all inventions and discoveries disclosed therein, certificates of invention and applications for certificates of invention, and any substitutions, reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations, continuations-in-part, continued prosecution applications, and corresponding foreign patents and patent applications and foreign counterparts thereof, and any and all rights to sue and recover for claims and remedies against and collect damages and other recoveries for past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction and hereby grants to Assignee the right to apply, obtain and hold in its own name for patents or inventor's certificates and related rights heretofore or hereafter filed in any and all countries, including, without limitation, the right to prosecute and maintain the same and all rights to claim priority based thereon, all patents granted thereon and all reissues, extensions and renewals thereof.

2. <u>Rights and Privileges.</u> All rights and privileges, including the right to sue for and receive all damages from past infringements of the Assigned Patents, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.

3. <u>Further Assurances.</u> Assignor represents and warrants to Assignee, its successors and assigns that on the date hereof Assignor is the exclusive owner of the Assigned Patents and has the right to assign the Assigned Patents. Assignor agrees, at the Assignee's expense and request: (i) to assign, deliver and communicate to Assignee, its representatives, agents, successors and assigns any facts and materials relating to the Assigned Patents, including evidence for

PATENT REEL: 055771 FRAME: 0735 interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Assigned Patents, including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Assigned Patents; (ii) to testify in any interference or other legal proceedings whenever requested; (iii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (iv) to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Assigned Patents and all associated rights in this or any foreign country.

4. <u>Authorization</u>. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in patent registrations and applications for registration of patents, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Assigned Patents.

5. <u>Covenant Not to Sue</u>. Assignor hereby releases, discharges, and covenants not to assert against Assignee, and Assignee's parents, subsidiaries, contractors, customers, suppliers, affiliates, agents, employees, directors, representatives, successors, assigns, licensors, licensees, partners, joint venturers, and distributors all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising and whether known or unknown, arising from or relating to proprietary rights in the Assigned Patents.

6. <u>Miscellaneous</u>. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by Assignor and Assignee only in writing. This Assignment is executed by, and shall be binding upon, Assignor and Assignee and their respective successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to Assignee. In the event that any provision of this Assignment is construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling. This Assignment shall be governed by and construed in accordance with the laws of the State of Vermont other than any provision other than the State of Vermont. This Assignment may be executed in one or more

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. The undersigned hereby grant(s) the firm of Dunkiel Saunders Elliott Raubvogel & Hand, PLLC the power to insert hereon any further identification information necessary or desirable for recordation of this document, including the filing date and application number of assigned applications, if not yet known, when known.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNEE: <u>GSR Solutions LLC</u>

Anju Krivov By: Anju D. Krivov Title: President, GSR Solutions LLC

Date: 6/19/19

ASSIGNOR: Anju D. Krivov

Anjre Krivov

 By:
 Anju D. Krivov

 Title:
 President, GSR Solutions LLC

Date: 6/19/19

SCHEDULE A

ASSIGNED PATENTS

			Status; Filing Date;	File No.
Туре	Country	Title	App. Serial No.	
			Expired; Oct 22, 2014;	
Provisional	U.S.	Scalable Algae System	62/067,042	638.002.USP1
	0.2.	Symbiotic Algae System	Expired; Oct 22, 2014;	
Provisional	U.S.	with Looped Reactor	62/067.049	638.002.USP2
		Algal Growth System		
		Process Utilizing		
		Intermediate Products of		
		Consolidated		
		Bioprocessing Process or		
		Anaerobic Digestion	Expired; Nov 13, 2014;	
Provisional	U.S.	Process	62/079,135	638.002.USP3
		Symbiotic Algae System	Expired; Oct 20, 2015;	
PCT	PCT	with Looped Reactor	PCT/US15/056344	638.002.WO1
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-	┼╴	┼┢╴╴╴	-	-
	┼┺══┛	SYMBIOTIC ALGAE		
		SYSTEM WITH	Pending; Nov. 4, 2015;	
Utility	U.S.	LOOPED REACTOR	14/888,986	638.002.US1
Continuation-		SYMBIOTIC ALGAE	Pending; Nov. 4, 2015;	
in-Part	U.S.	SYSTEM	14/932,218	638.002.CIP1
		SYSTEMS AND		
		METHODS OF		
		PRODUCING		
		COMPOSITIONS FROM		
		THE NUTRIENTS		
Continuation-		RECOVERED FROM	Pending; Dec 28, 2017;	(29,002 CID2
in-Part Continuation	U.S.	WASTE STREAMS	15/856,642	638.002.CIP2
Continuation	U.S.	Symbiotic Algae System	Pending; Dec 28, 2017	638.002.CON1
		SYSTEMS AND METHODS OF		
		PRODUCING		
		COMPOSITIONS FROM		
		THE NUTRIENTS		
		RECOVERED FROM	Pending; Dec 28, 2018;	
PCT	PCT	WASTE STREAMS	PCT/US18/067972	638.002.PCT2
Continuation-		SYMBIOTIC ALGAE	Pending; April 17,	
in-Part	U.S.	SYSTEM	2019; 16/387,163	638.002.CIP3

RECORDED: 03/30/2021