# 507177816 03/15/2022

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7224662

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

### **CONVEYING PARTY DATA**

Name	<b>Execution Date</b>
ULTRECOVERY CORPORATION	08/02/2021

### **RECEIVING PARTY DATA**

Name:	ne: ROCKWATER ENERGY SOLUTIONS, LLC	
Street Address: 1515 W. SAM HOUSTON PARKWAY N., STE 100		
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77043	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number		
Patent Number:	8826975		
Patent Number:	8783345		

### **CORRESPONDENCE DATA**

**Fax Number:** (214)220-7716

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.

**Phone:** 2146617347

Email: sbertino@velaw.com
Correspondent Name: SHANNON BERTINO

Address Line 1: 2001 ROSS AVENUE, SUITE 3900 Address Line 2: C/O VINSON & ELKINS L.L.P.

Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	SES050.16001
NAME OF SUBMITTER: SHANNON BERTINO	
SIGNATURE:	/Shannon Bertino/
DATE SIGNED:	03/15/2022

### **Total Attachments: 4**

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PATENT 507177816 REEL: 059267 FRAME: 0344

# Exhibit 3.4(a)(iii)

# ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (the "Assignment of Patents") is made on August 2<sup>nd</sup>, 2021, by UltRecovery Corporation, a Texas corporation and formally known as New AERO Technology LLC ("Assignor"), to Rockwater Energy Solutions, LLC, a Delaware limited liability company ("Assignee").

### RECITAL

WHEREAS, pursuant to that Asset Purchase Agreement dated August 2<sup>nd</sup>, 2021 (the "Agreement"), by and between Assignor and Assignee, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Assignor's registered and unregistered patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being collectively referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws thereunder.

[Remainder of page intentionally left blank. Signature page(s) to follow.]

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Asset Purchase Agreement – Exhibit 3.4(a)(iii)

PATENT REEL: 059267 FRAME: 0345 IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representatives to execute this Assignment of Patents as of the date first above written.

ASSIGNO	<u>DR</u>
f/k/a Nev	COVERY CORPORATION  V AERO TECHNOLOGY LLC
SIGNAT	URE:
PRINTE	DNAME: BO LU
TITLE:	URE: BO LU  president
STATE OF <u>TEXAS</u> § COUNTY OF <u>HARPL</u> S §	
COUNTY OF HATELY §	
BEFORE ME, the undersigned au CORPORATION, personally known to me (or provention)	thority, on this day personally appeared authorized representative of ULTRECOVERY ed to me on the basis of satisfactory evidence) to
be the person whose name is subscribed to the for he had executed the same in his authorized capac person, or the entity upon behalf of which the purposes and consideration therein expressed.	regoing instrument, and acknowledged to me that ity and that by his signature on the instrument the
~ ~	
GIVEN UNDER MY HAND AND SEAL OF O 2021.	FFICE on the $2^{\sim}$ day of $A \cup G \cup S \cup T$ ,
KAUNTEY PATEL  MY COMMISSION EXPIRES  DECEMBED 2 2024	Launty Patel
DECEMBER 2, 2024 NOTARY ID: 138466020	(Signature of Notary Public)
	(Printed name of Notary Public)
(Seal)	Notary Public, State of 75 20

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# **ASSIGNEE**

ROCKWATER ENERGY SOLUTIONS, LLC

Name: Nich Suyles

Title: CFO

Date: 08/02/21

# SCHEDULEA

List of Patents to be Assigned by Assignor to Assignee

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Systems with the time was	oil recovery delivery systems and methods	Microbial enhanced	oil recovery	of microbial enhanced	Systems and methods	Invention Title
	2011	June 22,		2011	April 12,	App. Date
	13/166,382	SU		13/085,308	US	App. No.
<u> </u>		Grant			Grant	Status
	Corporation	UltRecovery		Corporation	UltRecovery	Present Owner of Assignor's Interest (as of July 1, 2021)
A		US 8,783,345 B2			US 8,826,975 B2	Patent No.
		July 22, 2014			Sept. 9, 2014	Patent No. Issuance Date Rees Owed
		Z			S.	Maintenance Fees Owed

PATENT REEL: 059267 FRAME: 0348

**RECORDED: 03/15/2022**