

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7407282

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ALTHEA ENERGY, LLC	09/08/2021
RECEIVING PARTY DATA		
Name:	ALDER ENERGY, LLC	
Street Address:	2915 O STREET NW	
City:	WASHINGTON	
State/Country:	D.C.	
Postal Code:	20007	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	17668359	
Application Number:	16341766	
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<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>		
Phone:	(214) 747-5070	
Email:	APSI@fr.com	
Correspondent Name:	FISH & RICHARDSON P.C.	
Address Line 1:	P.O. BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022	
ATTORNEY DOCKET NUMBER:	53826-0003002	
NAME OF SUBMITTER:	CANDICE R. ROCKETT	
SIGNATURE:	/Candice R. Rockett/	
DATE SIGNED:	06/29/2022	
Total Attachments: 4		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is entered into by and between Althea Energy, LLC, a Delaware limited liability company, having an address of 4 George Street, Charleston, South Carolina 29401 ("Assignor"), and Alder Energy, LLC, a Delaware limited liability company having the same address ("Assignee"), effective as of the Closing (as defined in that certain Subscription Agreement, dated as of September 8, 2021, by and among the Assignee and the Investors (as defined therein)) (the "Effective Date").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, all of Assignor's right, title, and interest in and to (i) the patents and patent applications set out in Exhibit A hereto (the "Patents"), (ii) copyrights and other rights in works of authorship (the "Copyrights"), and (iii) trade secrets and other proprietary and confidential information, including ideas, know-how, inventions, invention disclosures, software source code and related materials, proprietary processes, formulae, models and methodologies (the "Proprietary Information," and the Patents, Copyrights, and Proprietary Information collectively, the "Intellectual Property Rights");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, Assignor does hereby irrevocably convey, sell, assign, transfer, and set over to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to:

(a) (i) the Patents, (ii) any and all U.S. and foreign patent applications that claim, or could claim, priority to the Patents or patent applications on which any of the Patents are based, (iii) any and all U.S. and foreign patent applications from which the Patents or patent applications on which any of the Patents are based claim, or could claim, priority from; (iv) any and all issuances, grants, provisionals, continuations, divisions, continuations-in-part, reissues, extensions, substitutions, renewals, certificates of reexamination, restorations, and certificates of correction with respect to any of the foregoing (subparts (i)-(iv) collectively, the "Patent Property");

(b) the inventions disclosed in the Patent Property throughout the world, and any other invention rights of Assignor, including the right to file applications and obtain patents, utility models, industrial models, and designs for the Patent Property in Assignee's own name throughout the world, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register the Patent Property in appropriate registries, and the right to claim priority based on the filing dates of any of the Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties and conventions of like purposes;

(c) the Copyrights, Proprietary Information, and all tangible or electronic copies of works in which such Copyrights or Proprietary Information subsists ("Materials"), including the right to use, copy, reproduce, modify, adapt, publish, translate, create, derivative works from, distribute, perform, broadcast, and display all or part of the Materials.

(d) any and all rights of any kind whatsoever of Assignor accruing under any of the Intellectual Property Rights 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 Intellectual Property Rights; and

(f) any and all claims and causes of action, with respect to any of the Intellectual Property Rights or Copyrighted Materials, whether accruing before, on and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, 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, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor shall, promptly after the Effective Date, deliver to Assignee all copies of Copyrighted Materials and Proprietary Information in its possession or control, and procure the destruction or deletion of any copies of Copyright Materials, and Proprietary Information, held by third parties; provided that, Assignor may retain a single copy of each of the Copyrighted Materials and Proprietary Information as reasonably necessary to comply with Assignor's obligations under applicable law or regulation.

Assignor further agrees to execute and deliver to Assignee any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers, and to perform such other lawful acts as Assignee, its successors and assigns may deem necessary, to fully secure, maintain, perfect and enforce its or their rights, titles, or interests in the Patent Property.

Assignor, at the expense of Assignee, will testify in any legal proceedings, sign all lawful papers, execute all provisional, divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for the Intellectual Property Rights in all countries.

This Agreement shall be governed by the laws of the State of Delaware, and may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement is binding upon and inures to the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, duly authorized representatives of each of Assignor and Assignee have caused this Agreement to be executed on the date shown below.

Althea Energy, LLC

By: Bryan Sherbacow
Its: President and CEO

Signed: DocuSigned by:
Bryan Sherbacow
56B13CD5EBDE4D1...

Dated: September 22, 2021

Alder Energy, LLC

By: Bryan Sherbacow
Its: President and CEO

Signed: DocuSigned by:
Bryan Sherbacow
56B13CD5EBDE4D1...

Dated: September 22, 2021

Exhibit A

Title	Country or Jurisdiction	Application No.	Filing Date	Patent No.	Issue or Grant Date
A LOW ENERGY PROCESS TO PRODUCE A HYDROPHOBIC OIL FROM BIOMASS PYROLYSIS LIQUIDS	Canada	3,036,408	March 8, 2019		
	Brazil	112019001280-0	January 22, 2019		
	United States	16/319,469	January 21, 2019		
	Malaysia	PI 2019003041	June 7, 2019		
	European Patent Office	17749210.5	February 19, 2019		
DISAGGREGATION OF BIOMASS PYROLYSIS OIL	United Kingdom	GB1511106.5	June 24, 2015	GB2539685	July 18, 2018
	United States	16/341,766	April 12, 2019		
PROCESS FOR REMOVAL OF WATER AND LIGHT ORGANICS FROM PYROLYSIS OIL	United Kingdom	GB1503406.9	February 27, 2015	GB2535797	October 23, 2019