

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7802530

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EN-SPIRE TECHNOLOGIES, LLC	01/24/2023
RECEIVING PARTY DATA		
Name:	KNUCO 1, LLC	
Street Address:	102 HOUSTON AVENUE SUITE 300	
City:	WEATHERFORD	
State/Country:	TEXAS	
Postal Code:	76086-4369	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9139454
CORRESPONDENCE DATA		
Fax Number:		
<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:	719-358-2561	
Email:	docket@martensenip.com	
Correspondent Name:	MARTENSEN IP	
Address Line 1:	30 EAST KIOWA STREET SUITE 101	
Address Line 4:	COLORADO SPRINGS, COLORADO 80903	
ATTORNEY DOCKET NUMBER:	KNUC G001	
NAME OF SUBMITTER:	CHAD G. CLARK	
SIGNATURE:	/Chad G. Clark/	
DATE SIGNED:	02/17/2023	
Total Attachments: 15		
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PATENT ACQUISITION AGREEMENT

This Patent Acquisition Agreement (this "**Agreement**"), dated as of January 24, 2023 (the "**Effective Date**"), is made by and between En-Spire Technologies, LLC, a Colorado limited liability company ("**Seller**"), and KnuCo 1, LLC, a Texas limited liability company ("**Buyer**").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all right, title, and interest in and to a certain Patent (as defined below), subject to the terms and conditions set forth herein.

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

1. Purchase and Sale of Patent. Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all right, title, and interest in and to the following (collectively, "**Acquired Rights**"):

(a) the patent listed in Schedule 1 ("**Patent**"), and any other patents or patent applications anywhere in the world from which the Patent claims a benefit or priority or that claim a benefit or priority from the Patent, and all inventions disclosed in any of the foregoing (collectively "**Acquired Patents**");

(b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to any of the foregoing;

(c) all claims and causes of action with respect to any of the foregoing, 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, breach, or default; and

(d) all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

2. Purchase Price.

(a) **Initial Fee:** Buyer shall pay to Seller an initial fee for the Acquired Rights of ten thousand US Dollars (US \$10,000.00) (the "**Initial Fee**").

(b) **Royalty:** Commencing thirty (30) days after the commissioning, operation, and trading approval of Buyer's first carbon dioxide (CO₂) capture and sequestration installation, and subsequently on or before the last business day of each quarterly period, Buyer shall pay to Seller a royalty of one Dollar and twenty-five Cents (\$1.25) per ton of CO₂ captured by Buyer's business, to the extent captured in exchange for compensation within the United States (the "**Royalty**"). The Royalty shall be paid for a maximum of five hundred thousand (500,000) tons of CO₂.


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(c) Additional Royalty Agreements: Subject to separate written agreement between the Parties, Buyer will pay to Seller an additional royalty for CO₂ capture, reuse, or sequestration projects brought to Buyer by Seller on a project-by-project basis.

(d) Royalty-free Markets: Buyer hereby grants to Seller a non-exclusive, non-transferable, non-sublicensable, royalty-free license to practice or have practiced the Patent in the field of oil and gas produced water treatment for recycling applications.

(e) Buyer shall pay the Initial Fee within fourteen business days following the parties' full execution of this Agreement. Payment shall be made in US Dollars by wire transfer according to Seller's wire instructions, which shall be delivered to Buyer upon Agreement execution.

(f) If Buyer fails to make timely and proper payment of the Initial Fee, Seller may terminate this Agreement effective immediately on written notice to Buyer.

3. Deliverables. Upon execution of this Agreement, Seller shall deliver to Buyer the following:

(a) an assignment in the form of Exhibit A (the "Assignment") and duly executed by Seller, transferring all right, title, and interest in and to the Acquired Rights to Buyer; and

(b) the complete prosecution files, including original granted patents, for all Acquired Patents in such form and medium as reasonably requested by Buyer, and all such other documents, correspondence, and information as are reasonably requested by Buyer to register, prosecute to issuance, own, enforce, or otherwise use the Acquired Rights, including any maintenance fees due and deadlines for actions to be taken concerning prosecution and maintenance of all Acquired Patents in the ninety (90) day period following the date hereof.

4. Further Assurances; Recordation.

(a) From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

(b) Without limiting the foregoing, and without limiting Section 4(a), Seller shall execute and deliver to Buyer such assignments and other documents, certificates, and instruments of conveyance in a form satisfactory to Buyer and suitable for filing with the United States Patent and Trademark Office ("USPTO") as necessary to record and perfect the Assignment, and to vest in Buyer all right, title, and interest in and to the Acquired Rights in accordance with applicable law. As between Seller and Buyer, Buyer shall be responsible, at Buyer's expense, for filing the Assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that Seller shall take such steps and actions, and provide such cooperation and

assistance, to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Acquired Rights to Buyer, or any of Buyer's successors or assigns.

(c) For a period of one (1) year after the Effective Date, Seller shall provide written notice to Buyer of any patent applications relating to the subject matter of the Patent that Seller files or has filed anywhere in the world, and all such patent applications and any inventions disclosed therein shall be included in the Acquired Patents.

(d) Upon any material breach or default of any material term of this Agreement by Seller, Buyer shall have the right to terminate this Agreement by giving sixty (60) days' notice by certified mail. Such termination shall automatically become effective unless Seller shall have cured any such breach or default prior to the expiration of such sixty (60) day period. Upon termination under this Section 4(d), Buyer shall retain all Acquired Rights hereunder, and shall have no further payment obligations under Section 2.

5. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the statements contained in this Section 5 are true and correct as of the date hereof.

(a) Authority of Seller; Enforceability. Seller has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary organizational action of Seller, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Seller; (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation; (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject; or (iv) result in the creation or imposition of any encumbrances on the Acquired Rights. No consent, approval, waiver, or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Seller of this Agreement, or to enable Buyer to register, own, and use the Acquired Rights.

(c) Ownership. Seller owns all right, title, and interest in and to the Acquired Rights, free and clear of assignments, licenses, liens, security interests, and other encumbrances. Seller is in full compliance with all legal requirements applicable to the Acquired Rights and Seller's ownership and use thereof.

(d) Patents and Applications. Schedule I contains a correct, current, and complete list of all patents and patent applications included in the Acquired Patents, specifying as to each, as applicable, the title, the record owner, the jurisdiction in which it has been issued or filed, the patent number or application serial or publication number, and the issue or application filing date. All required filings and fees related to the patents and patent applications listed on Schedule I have been timely filed with and paid to the USPTO and/or other relevant governmental authorities and authorized registrars, and all such patents and patent applications have at all times been and remain in good standing. Seller has provided Buyer with true and complete copies of all documents, certificates, office actions, responses, correspondence, and other filings and materials related to all such patents and patent applications.

(e) Validity and Enforceability. The Acquired Rights are valid, subsisting, and enforceable in all applicable jurisdictions, and are not subject to any pending or threatened challenge or claim to the contrary.

(f) Legal Actions. There are no actions (including any US Patent Trial and Appeal Board proceedings) settled, pending, or threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Acquired Rights; (ii) challenging the validity, patentability, enforceability, issuance, or ownership of any Acquired Rights or Seller's rights with respect thereto; or (iii) by Seller alleging any infringement, misappropriation, or other violation by any third party of any Acquired Rights.

6. Indemnification.

(a) Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall continue in full force and effect following the date hereof.

(b) Seller shall defend, indemnify, and hold harmless Buyer, Buyer's affiliates, and their respective shareholders, directors, officers, and employees (each, a "**Buyer Indemnified Party**") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including reasonable attorneys' fees, (collectively, "**Losses**") arising out of or in connection with any third-party claim, suit, action, or proceeding (each, a "**Third-Party Claim**") related to (i) any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Seller contained in this Agreement or any document to be delivered hereunder; or (ii) any Excluded Liabilities.

(c) Buyer shall defend, indemnify, and hold harmless Seller, Seller's affiliates, and their respective shareholders, directors, officers, and employees (each, a "**Seller Indemnified Party**") from and against all Losses arising out of any Third-Party Claim related to any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Buyer contained in this Agreement or any document to be delivered hereunder.

(d) A Buyer Indemnified Party or Seller Indemnified Party ("Indemnified Party") shall promptly notify the party from whom it is seeking indemnification ("Indemnifying Party") upon becoming aware of a Third-Party Claim with respect to which the Indemnifying Party is obligated to provide indemnification under this Section 6 ("Indemnified Claim"). The Indemnifying Party shall promptly assume control of the defense and investigation of the Indemnified Claim, with counsel reasonably acceptable to the Indemnified Party, and the Indemnified Party shall fully cooperate with the Indemnifying Party in connection therewith, in each case at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall not settle any Indemnified Claim without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed).

7. Confidentiality.

(a) Confidentiality and Use. Neither party shall disclose to any third party (other than their respective employees in their capacity as such) any information with respect to the financial terms of this Agreement.

(b) Compelled Disclosures. If either party is compelled to disclose any information with respect to the financial terms of this Agreement by judicial or administrative process or by other requirements of law, such party shall: (i) promptly notify the other party in writing; (ii) disclose only that portion of such information that it is advised by counsel in writing is legally required to be disclosed; and (iii) use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

8. Miscellaneous.

(a) This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein are intended to be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient; and (iv) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage prepaid). Such communications must be sent to the respective parties at the following addresses or at such other address for a party as shall be specified in a notice given in accordance with this Section 8(b):

If to Seller: Address: En-Spire Technologies, LLC
2257 N Loop 336 W, Suite 140302
Conroe, TX 77304

Email: gkast@verizon.net
Attention: George Kast, Managing Member

If to Buyer: Address: KnuCo 1, LLC
102 Houston Ave., Ste. 300
Weatherford, TX 76086-4369

Email: whit@ekdlaw.com
Attention: Michael Parker, Jr. Managing Member
and Whitney A. Davis, counsel

(c) Entire Agreement. This Agreement, together with the documents to be delivered hereunder, and all related exhibits and schedules, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the documents to be delivered hereunder, and the related exhibits and schedules (other than an exception expressly set forth as such in the related exhibits or schedules), the statements in the body of this Agreement shall control.

(d) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(f) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City of Fort Worth and County of Tarrant, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(g) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(h) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any

right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows.]

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IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

En-Spire Technologies, LLC

George Kast

By: George Kast (Jan 24, 2023 16:03 EST)

Name: George Kast

Title: Managing Member

KnuCo 1, LLC

Michael Parker Jr.

By: Michael Parker Jr. (Jan 30, 2023 11:15 PST)

Name: Michael Parker, Jr.

Title: Managing Member

SCHEDULE 1

Acquired Patents

Patents

Title	Jurisdiction	Patent Number	Issue Date
Turbulence Inducing Device and Methods of Use	US	US 9,139,454 B2	22 September 2012

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
N/A			

EXHIBIT A

ASSIGNMENT OF PATENTS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, En-Spire Technologies, LLC, a Colorado limited liability company located at 2257 N Loop 336 W, Suite 140302, Conroe, TX 77304 ("Seller"), hereby sells, assigns, transfers, and conveys to KnuCo 1, LLC, a Texas limited liability company, located at 102 Houston Ave., Ste. 300, Weatherford, TX 76086-4369 ("Buyer"), pursuant to the Patent Acquisition Agreement dated as of January 24th, 2023, by and between Seller and Buyer, all right, title, and interest in and to the patent set forth on Schedule A-1, attached hereto and incorporated by this reference herein, together with all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default, and all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Assignment of Patent upon request by Buyer.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patent to be executed on this 24th day of January, 2023 by its duly authorized officer.

En-Spire Technologies, LLC

By: _____

Name: George Kast

Title: Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS)

) ss.

COUNTY OF MONTGOMERY)

On the 24th day of January, 2023, before me personally appeared GEORGE KAST, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that they executed the same their authorized capacity as the MANAGING MEMBER of En-Spire Technologies, LLC, the Colorado limited liability company described, and acknowledged the instrument to be their free act and deed/the free act and deed of En-Spire Technologies, LLC for the uses and purposes mentioned in the instrument.

[Signature]

Notary Public

Printed Name: Bianca Estela Rodriguez Lopez

My Commission Expires: March 3, 2024

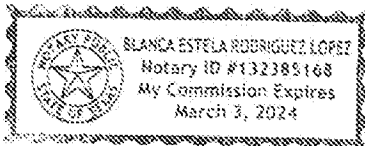


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Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Assignment of Patent upon request by Buyer.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patent to be executed on this 30 day of January, 2023 by its duly authorized officer.

AGREED TO AND ACCEPTED:

KnuCo 1, LLC

By: 

Name: Michael Parker, Jr.

Title: Managing Member

ACKNOWLEDGMENT

STATE OF CALIFORNIA

)
) ss.
)

COUNTY OF NEVADA

On the _____ day of _____, 2023, before me personally appeared MICHAEL PARKER, JR., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that they executed the same in their authorized capacity as the MANAGING MEMBER of KnuCo 1, LLC, the Texas limited liability company described, and acknowledged the instrument to be their free act and deed/the free act and deed of KnuCo 1, LLC for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name:

My Commission Expires: _____



-see attached
for seal

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

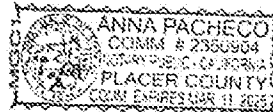
State of California

County of Placer

On 01/30/2023 before me, Anna Pacheco ^{Notary Public} (name and title of officer), personally appeared Michael Parker Jr, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

(Seal)

Document - Exhibit A - Assignment
of Patents

Page 3 of 5



SCHEDULE A-1

Assigned Patents

Patents

Title	Jurisdiction	Patent Number	Issue Date
Turbulence Inducing Device and Methods of Use	US	US 9,139,454 B2	22 September 2012

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
N/A			