

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JOHN LANCASTER GAUNT	08/14/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BIO365 LLC
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<b>City:</b>	SANTA ROSA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95409
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10125055
<b>Application Number:</b>	16186519
<b>PCT Number:</b>	US2017027609
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<b>Fax Number:</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	2171
<b>NAME OF SUBMITTER:</b>	ALEKSANDAR NIKOLIC
<b>SIGNATURE:</b>	/Aleksandar Nikolic/
<b>DATE SIGNED:</b>	08/14/2023
<b>Total Attachments: 7</b>	
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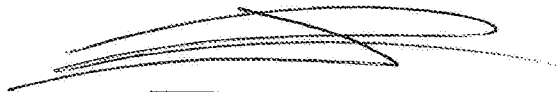
## CONFIRMATION OF ASSIGNMENT

**WHEREAS, I JOHN LANCASTER GAUNT**, a citizen of the United States of America, residing at 304 The Parkway, Ithaca, NY, USA, have invented certain new and useful improvements in **PLANT GROWING SYSTEM AND METHOD** for which: a patent application was submitted as US Patent Application 15477550 on 3-APRIL-2017 and subsequently granted as US Patent 10125055 on 13-NOVEMBER-2018; a patent application was submitted as US Patent Application 16186519 on November 10, 2018 and subsequently granted as US Patent 10829422 on 10-NOVEMBER-2020; a Canada Patent Application 3020182 was submitted on 4-OCTOBER-2018 and subsequently granted as a Canada Patent 3020182 on 19-NOVEMBER-2019; an Australia Patent Application 2017250776 was submitted on 30-OCTOBER-2019 and subsequently granted as Australia Patent 2017250776 on 18-FEBRUARY-2021; a New Zealand Patent Application 758696 was submitted on 30-OCTOBER-2019 and subsequently granted as New Zealand Patent 758696 on 03-AUGUST-2021; an India Patent Application 201927044487 was submitted on 11-FEBRUARY-2019 and subsequently granted as India Patent 399318 on 16-JUNE-2022; a European Union Application EP17783222A submitted on 31-OCTOBER-2019 and any subsequently granted European Union Patent; and an Israel Patent Application 270100 was submitted on 22-OCTOBER-2019 and subsequently granted as Israel Patent 270100 on 3-APRIL-2023.

**AND WHEREAS, Bio365 LLC**, with a place of business at 122 Calistoga Road, Suite 613, Santa Rosa, CA, 95409 USA (the "Assignee") has acquired the entire right, title and interest in and to the said improvements and the said US Patent Application 15477550, US Patent 10125055, US Patent Application 16186519, US Patent 10829422, Canada Patent Application 3020182, Canada Patent 3020182, Australia Patent Application 2017250776, Australia Patent 2017250776, New Zealand Patent Application 758696, New Zealand Patent 758696, India Patent Application 201927044487, India Patent 399318, European Union Application EP17783222A and any subsequently granted European Union Patent, Israel Patent Application 270100, and Israel Patent 270100 as of 17-MAY-2019.

**NOW, THEREFORE, I**, the said inventor, confirm that I have sold, assigned, transferred, and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

**AND I HEREBY** covenant and agree that I will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to me respecting said improvements and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.



Inventor/Assignor  
John Lancaster Gaunt

August 14th 2023  
(date)

Exhibit A-3

PATENT ASSIGNMENT

This patent assignment ("Assignment") is made as of May 17<sup>th</sup>, 2019 (the "Effective Date") by and between Bio365, LLC, a California limited liability company ("Assignee") and Green Tree, Inc., a New York corporation and John Gaunt, an individual (collectively, "Assignor").

WHEREAS, one of either or both Assignor owns and holds all right, title and interest in, to and under the patent(s) and patent application(s) set forth on Exhibit A attached hereto and in and to the inventions and discoveries disclosed therein (the "Patents").

WHEREAS, Assignee desires to acquire the Patents and Assignor's entire right, title and interest in, to and under the Patents.

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated as of May 17, 2019 ("Contribution Agreement"), pursuant to which Assignor has agreed to assign all right, title and interest in, to and under the Patents to Assignee and to enter into this Assignment. Unless otherwise defined herein, capitalized terms used herein shall have the meaning given to such terms in the Contribution Agreement.

NOW, THEREFORE, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee pursuant to the Contribution Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in, to and under: (a) the Patents, including the right to sue and recover for past, present or future infringement of the Patents; (b) all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on the Patents, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property, the Paris Convention or pursuant to any other convention, treaty, agreement or understanding; (c) any and all applications filed on the Patents and any and all patents, certificates of inventions or other governmental grants granted on the Patents in the United States or any other country, including each and every application filed and each and every patent granted on any application on the Patents that is a division, substitution, continuation or continuation in part of any of said applications, patents, certificates of inventions or other governmental grants; (d) each and every reissue or extension of any of the Patents, certificates of inventions or other governmental grants on the Patents; and (e) each and every patent claim resulting from a reexamination certificate for any and all of the Patents, certificates of inventions or other governmental grants on the Patents.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks for the United States of America and the empowered officials of all other governments, including but not limited to Canada, to issue to and to transfer the Patents to Assignee, as Assignee of the entire right, title and interest therein, or otherwise as Assignee may direct.

3. Assignor agrees to execute and deliver any and all papers and documents that may be necessary or desirable to perfect the title to said Patents in Assignee and to make a record with any and all government agencies, authorities, courts, tribunals or third parties of the fact that Assignee owns all right, title and interest in and to the Patents. If the Assignee is unable for any reason whatsoever to secure the Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints the Assignor and its duly authorized officers and agents, as Assignee's agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such papers and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. Assignor further agrees to cooperate with Assignee to enable Assignee (or its successors or assigns) to obtain, sustain, enforce and enjoy to the fullest extent, in the United States and all other countries, all right, title and interest herein conveyed. Such cooperation by Assignor shall include, without limitation, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers and providing of other assistance all to the extent deemed reasonably necessary or desirable by Assignee for: (a) complying with any duty of disclosure; (b) prosecuting any of said applications on the Patents; (c) filing and prosecuting substitute, divisional, continuing or additional applications covering inventions and discoveries disclosed in the Patents; (d) filing and prosecuting applications for re-issuance of any of the Patents; (e) interference or other priority proceedings involving the Patents; (f) maintaining and enforcing the Patents; and (g) legal proceedings involving the Patents and any patents granted thereon, including, without limitation, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the reasonable expenses incurred by Assignor in providing such cooperation shall be paid for by Assignee.

5. Assignor represents and warrants that, except as disclosed by Assignor to Assignee pursuant to the Contribution Agreement: (a) Assignor is the sole and exclusive owner of all right, title and interest in and to the Patents, own the Patents free and clear of all liens, claims or encumbrances, and have the right to make the assignment under Section 1, (b) there are no proceedings pending or, to the best of Assignor's knowledge, threatened, that challenges Assignor's sole ownership of all right, title and interest in and to the Patents, (c) Assignor has no reason to believe that the Patents would not be valid or enforceable, and Assignor is not aware of any patent or patent application that would interfere with any claim of the Patents, (d) no right, interest, option or license in, to or under the Patents has been made by Assignor, (e) except with respect solely to the Contribution Agreement, Assignor has not entered, will not enter into, is under no obligation, whether under contract or law or otherwise, to enter into, and has not been under any obligation, whether under contract or law or otherwise, to enter into, any assignment, grant, conveyance, contract, license, or understanding in conflict with this transfer and assignment of the Patents or any other term or condition herein, and (f) no further consents or approvals to the sale, transfer and assignment of the Patents are required beyond that set forth in this Assignment.

6. This Assignment is assignable or transferable by Assignee without notice or consent of the Assignor. The terms and covenants of this Assignment shall inure to the benefit

of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.

7. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the effect of the original term and all other provisions shall continue in full force and effect.

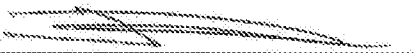
8. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. Any waiver of or amendment to the terms of this Assignment shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. This Assignment is made in accordance with, and pursuant to, the terms and conditions of the Contribution Agreement.

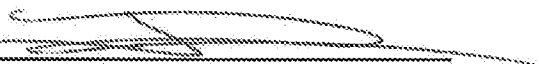
*[Signature page follows]*

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the Effective Date, May 17, 2019.

**ASSIGNOR:**

Green Tree, Inc.,  
a New York corporation

By:   
Name: JOHN C GAUNT  
Title: CEO

By:   
John Gaunt, as individual



## EXHIBIT A

### PATENTS

The issued patents and pending patent applications for the soil fabrication patent are as follows:

- a. US patent # 10,125,055 for a “Method for creating nutrient rich biologically active soils and horticulture media with predetermined characteristics” – Issued November 13, 2018.
- b. Pending US patent application (a continuation of a. above): Serial # 16/186,519 for a “Method for creating nutrient rich biologically active soils and horticulture media with predetermined characteristics” filed November 10, 2018.
- c. Pending Canadian Patent (Canadian filing of a. above): Application # 3,020,182 for a “Method for creating nutrient rich biologically active soils and horticulture media with predetermined characteristics” filed October 4, 2018.
- d. PCT application: (PCT of a. above), PCT # PCT/US2017/027609 for “Method for creating nutrient rich biologically active soils and horticulture media with predetermined characteristics” filed in the USPTO April 14, 2017. The original priority date of April 14, 2016 was withdrawn leaving the priority date of April 3, 2017.