

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8276870

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INFRA XTL TECHNOLOGY LIMITED	05/01/2023
RECEIVING PARTY DATA	
Name:	INFRA SYNTHETIC FUELS, INC.
Street Address:	1980 POST OAK BLVD.
Internal Address:	SUITE 100
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77056
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14456932
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	9497600404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	PATAGE10.005AUS
NAME OF SUBMITTER:	RAYMOND D. SMITH
SIGNATURE:	/Raymond D. Smith/
DATE SIGNED:	11/14/2023
Total Attachments: 2	
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INTELLECTUAL PROPERTY CONTRIBUTION AND ASSIGNMENT AGREEMENT

This Intellectual Property Contribution and Assignment Agreement (the "Agreement") is made as of May 1, 2023, by and between **Infra Synthetic Fuels, Inc.**, a Delaware-registered company located at 1980 Post Oak Blvd, Suite 100, Houston, TX USA 77056 (the "**Company**"), and **INFRA XTL TECHNOLOGY LIMITED**, a Cyprus company located at 2 Riga Feraiou, LIMASSOL CENTER, BLOCK B, 6th floor, Flat/Office 601, P.C. 3095, Limassol, Cyprus (the "**Assignor**").

WHEREAS, Assignor desires to contribute the Intellectual Property (as defined below) to the Company in exchange for 1000 shares of the Company's common stock, no par value \$0.01 (the "Common Stock") upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Assignor owns 10,000 shares of the Company Common Stock representing 100% of the issued and outstanding shares of Common Stock of the Company.

WHEREAS, Assignor as a result of this agreement will own 11,000 shares of the Company Common Stock representing 100% of the issued shares of the Company.

WHEREAS, Assignor and the Company intend that the transactions contemplated by this Agreement qualify as a non-taxable transfer of property to the Company by persons in control of the Company.

NOW THEREFORE, on the stated premises and for and in consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the Parties to be derived herefrom, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Intellectual Property Contribution and Assignment.

(a) On the terms and subject to the conditions set forth in this Agreement, the Assignor, who holds beneficial ownership of the Intellectual Property, hereby contributes, assigns, transfers and delivers to the Company, free and clear of all liens, security interests and encumbrances of any kind, the Assignor's entire right, title and interest in and to any and all of the following that exist as of the date hereof (the "Intellectual Property"):

(a) Intellectual Property:

- US Patent No. 8,735,317 B2
- US Patent No. 8,524,787 B2
- US Patent No. 9,878,314 B2
- US Patent No. 9,290,700 B2
- Methodology of Catalyst Preparation (VZM-11) 7 page report; and
- Front End Engineering Design of 100 BPD Modularized GTL Unit for producing synthetic crude from gas feedstock of variable composition.

(b) any and all Intellectual Property Rights claiming or covering such Intellectual Property and

(c) any and all causes of action that may have accrued to the undersigned in connection with such Intellectual Property and/or Intellectual Property Rights.

(b) In exchange for the contribution and transfer of the Intellectual Property to the Company by the Assignor, on the Amendment Effective Date (as hereinafter defined), the Company shall issue to the Assignor 1000 shares (the "Shares") of the Corporation's Common Stock (the "Exchange Shares").

The "Amendment Effective Date" shall be no later than 30 September 2023. Intellectual Property Definition. "Intellectual Property" means any and all intellectual property and tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, knowhow, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship.

3. Intellectual Property Rights Definition. "Intellectual Property Rights" means, collectively, all rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing.

4. Further Assurances. The Assignor agrees to execute any and all papers and documents and take such other actions as are reasonably requested by the Company, to evidence, perfect, defend the foregoing assignment and fully implement the Company's proprietary rights in the subject matter assigned hereunder, such as obtaining and enforcing copyrights, patents or trademarks and to fully cooperate in the prosecution, enforcement and defense of such proprietary rights. The Assignor further agrees that if the Company is unable, for any reason, to secure signatures to apply for or to pursue any application for any patent, copyright, trademark or other proprietary right covering any Intellectual Property assigned to the Company above, then the Assignor hereby irrevocably designates and appoints the Company its duly authorized officers and agents as the Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks and other registrations thereon with the same legal force and effect as if executed by the Assignor.

5. Representations and Covenants. The Assignor represents and warrants that (i) the Assignor is the owner of the entire right, title and interest in and to the Intellectual Property, (ii) the Assignor has the sole right and authority to enter into this Agreement and grant the rights hereunder, (iii) the Assignor has not previously granted any rights or licenses in the Intellectual Property, (iv) the Assignor does not own or have the right to license any other Intellectual Property that is related to the conduct of the Company's business, (v) the Assignor is not obligated under any consulting agreement, employment agreement, or other agreement or obligation that conflicts with, or would prevent the Assignor from fully performing the Assignor's obligations under, this Agreement and the Assignor shall not enter into any such agreement or obligation during the period of the Assignor's employment by the Company; (vi) there is no action, investigation, or proceeding pending or threatened, or any basis for any of the foregoing known to the Assignor, involving the Assignor's prior employment, the Assignor's prior work for third parties as an independent contractor, or the Assignor's use of any information or Inventions of any former employer or third party; and (vii) the performance of the Assignor's duties under this Agreement and the Assignor's duties with the Company will not breach, or constitute a default under, any agreement to which the Assignor bound, including any agreement limiting the use or disclosure of proprietary information acquired prior to the Assignor's employment with the Company.

7. Governing Law. This Agreement and actions taken hereunder shall be governed by, and construed in accordance with the laws of Texas applied without regard to conflict of law principles.

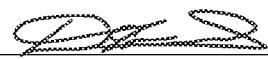
8. Miscellaneous. This Agreement, including the exhibits, schedules, and other documents and instruments referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Contribution and Assignment Agreement to be executed.

THE COMPANY

INFRA SYNTHETIC FUELS, INC.

Signature: _____



Name: Dmitry Popov

Title: Director

THE ASSIGNOR

INFRA XTL TECHNOLOGY LIMITED

Signature: _____



Name: Valery Balikoev

Title: Director