

02-17-1999

09/244728

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Roy C. Shelton, Jr.

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: EMEC Energy, L.L.C.

Internal Address:

Street Address: P. O. Box 941281

City: Plano

State: Texas

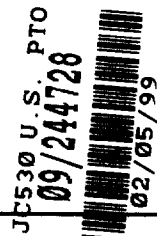
ZIP: 75094

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: February 5, 1999



4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: February 5, 1999

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Steven W. Smith

Internal Address: Smith & Danamraj, P.C.

Street Address:

12900 Preston Road

Suite 1202, LB-15

City: Dallas

State: TX

ZIP: 75230-1328

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)

\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven W. Smith

Name of Person Signing

Signature

2-5-99

Date

Total number of pages including cover sheet: 4

02/16/1999 00000042 09254728 40.00 DP

## ASSIGNMENT

**WHEREAS**, ROY C. SHELTON, JR. ("ASSIGNOR"), an individual who resides in Rowlett, Texas at the address set forth below, is the sole owner of the entire interest in the invention for:

HIGH EFFICIENCY ELECTRO-MECHANICAL  
ENERGY CONVERSION DEVICE

for which application for United States Letters Patent is being made; and

**WHEREAS**, EMEC ENERGY, L.L.C. ("ASSIGNEE"), a limited liability company organized and existing under the laws of the State of Texas, having its principal business address at P. O. Box 941281, Plano, Texas 75094, is desirous of acquiring ASSIGNOR'S entire interest in the invention, and in the said application and any Letters Patent that may issue therefrom;

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns unto ASSIGNEE, its successors, assigns and legal representatives, ASSIGNOR'S entire interest in said invention and in said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for said invention, insofar as ASSIGNOR'S interest is concerned, to the said ASSIGNEE.

ASSIGNOR also hereby assigns to said ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive interest in the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries.

ASSIGNOR further agrees to execute any powers-of-attorney, applications, assignments, declarations, affidavits, and any other papers necessary to perfect such interest in ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR hereby further agrees that he will communicate to said ASSIGNEE, or its successors, assigns and legal representatives, any facts known to him respecting any improvements in said invention. At the expense of said ASSIGNEE, ASSIGNOR agrees to testify in any legal proceedings; sign all lawful papers; execute all divisional, continuation, continuation-in-part, reissue, and substitute applications; make all lawful oaths; and generally do everything possible to vest title in said ASSIGNEE and to aid said ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

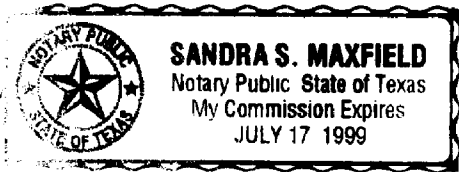
IN TESTIMONY WHEREOF, I have duly executed this assignment this 5<sup>th</sup> day of February, 1999.

Roy C. Shelton, Jr.  
Roy C. Shelton, Jr.

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

BEFORE ME, the undersigned authority, on this day personally appeared Roy C. Shelton, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 5<sup>th</sup> day of February, 1999.



SEAL

Sandra S. Maxfield  
Notary Public

My Commission Expires:

July 17, 1999