

MRD 1-a-02



To the Honorable Commissioner of Patents

101949308

original documents or copy thereof.

1. Name of conveying party(ies):

RE-ENERGY, INC.

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: 10/31/01

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

Name: BJI ENERGY SOLUTIONS, LLC

Internal Address: Los Angeles, CA

Street Address:

City: Los Angeles CA

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

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:

A. Patent Application No.(s)

- 09/310,451 - Filed May 12, 1999
- 09/476,236 - Filed December 30, 1999
- 09/598,009 - Filed June 20, 2000
- PCT US00/06468 - Filed March 9, 2000

B. Patent No.(s)

6,135,620 - Issued October 24, 2000

Additional numbers attached?  Yes  No

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

Name: KLEINBERG & LERNER, LLP

Internal Address:

Street Address: 2049 Century Park East, #1080

City: Los Angeles State: California Zip: 90067

6. Total number of applications and patents involved:

5

7. Total fee (37 CFR 3.41):.....\$200.00

Enclosed

Authorized to be charged to deposit account

8. Charge any excess or credit any refund to deposit account number:

01-2224

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

DO NOT USE THIS SPACE

01/16/2002 BYRNE 00000018 09310451

01 FEB 2003 Statement and signature \$200.00 DP

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.

Marvin H. Kleinberg, Esq.

Name of Person Signing

Signature

11/06/2001

Date

Total number of pages comprising cover sheet

3

OMB No. 0651-0011 (exp. 4/94)

## ASSIGNMENT

WHEREAS, **RE-ENERGY, INC.** (hereinafter "RE-ENERGY"), a corporation organized and existing under the laws of the State of California and having its principal place of business in the city of San Francisco, State of California, is the sole owner of the inventions identified on Exhibit A annexed hereto, for which Letters Patent have been issued and Applications for Letters Patent have been filed with the United States Patent and Trademark Office.

WHEREAS, **BJI ENERGY SOLUTIONS, LLC** ("BJI"), a limited liability company organized and existing under the laws of the State of Delaware and having its principal place of business in the city of Los Angeles, State of California, is desirous of acquiring all of the right title and interest in and to the inventions and the Letters Patent and Applications for Letters Patent therefor listed on Exhibit A, including all rights in all countries foreign to the United States of America including rights to claim priority.

THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said RE-ENERGY does hereby sell, assign, and transfer unto the said BJI, all right, title and interest for the United States of America and its territorial possessions and in all countries foreign to the United States of America, including all rights to claim priority in and to any and all improvements which are disclosed in the inventions listed on Exhibit A annexed hereto, and any legal equivalents thereof in a country foreign to the United States of America including the right to claim priority and in and to all Letters Patent to be obtained for said inventions by the above applications or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof, including the right to sue for past infringement.

RE-ENERGY covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

RE-ENERGY further covenants that BJI will, upon its request, be provided promptly with all pertinent facts and documents relating to said inventions and said Letters Patent and applications and legal equivalents as may be known and accessible to RE-ENERGY and will testify as to the same in any interference, litigation or proceeding related thereto, and will promptly execute and deliver to BJI or its legal representatives any and all papers, instruments or affidavits required to apply for, maintain, issue and enforce said patent, said applications, said inventions and any said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes hereof.

A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately to the United States Patent and Trademark Office..

Date: 10/30/01

**RE-ENERGY, INC.**

By: 

# Exhibit A

To Assignment from RE-ENERGY, INC., to BJI ENERGY SOLUTIONS, LLC

## U.S. LETTERS PATENT:

6,135,620 Issued October 24, 2000

## APPLICATIONS FOR LETTERS PATENT:

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