| | 02-19-20 | 02 | | |
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| Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002 Tab settings ⇔ ⇔ ➡ ▼ | 10198498 | 38 | ET | U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Offic |
| To the Honorable Commissioner | | | he attached or | iginal documents or copy thereof. |
| 1. Name of conveying party(ies): Black Gold Corporation | -29-02 | Name: _ | Energy | of receiving party(ies) Logic, LLC |
| Additional name(s) of conveying party(ies) 3. Nature of conveyance: Assignment Security Agreement Other | Merger | Street A | | 516 Trimble Road |
| | 2001 | City: <u>N</u> | <u>ashville</u> | State: <u>TN</u> Zip: <u>37215</u> |
| Execution Date: <u>December 13</u> 4. Application number(s) or patent | | Additional | name(s) & add | dress(es) attached? 📮 Yes 🏠 No |
| If this document is being filed to A. Patent Application No.(s) 09/575,279 | gether with a new appli Additional numbers att | B. Pater 4,48 | nt No.(s) 7,571 | ie bf the application is: JAN 29 2002 |
| 5. Name and address of party to w concerning document should be Name: Stephen J. Starl Internal Address: Miller & M | mailed: k | 7. Total fee | (37 CFR 3. | ications and patents involved: 41)\$_320.00 |
| Street Address:Suite 1000 | Volunteer Bldg. | 8. Deposit | account nur | nber: |
| <u>832 Georgia Avenue</u> City: <u>Chattanooga</u> State:_TN | Zip: <u>37402–22</u> 8 | (Attach dur | plicate copy of | this page if paying by deposit account) |
| | DO NOT USE | THIS SPAC | CE | |
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| 1 320.00 UF |) | | | |

REEL: 012569 FRAME: 0331

Additional Patent Numbers

4,955,359 5,363,836 5,372,484 5,879,149 D447,554 5,435,718

> PATENT REEL: 012569 FRAME: 0332

ASSIGNMENT OF PATENT

THIS ASSIGNMENT OF PATENT is made to be effective as of 12:01 a.m. (central time) on the 13th day of December, 2001, by and between **BLACK GOLD CORPORATION**, a Tennessee corporation having a principal business address of 240 Great Circle Road #344, Nashville, Tennessee 37228-1707, formerly the RobertSun Company, a Tennessee corporation having a principal business address of 240 Great Circle Road #344, Nashville, Tennessee 37228-1707 (hereinafter referred to as "Assignor"), and **ENERGY LOGIC**, LLC, a Tennessee limited liability company having a principal business address of 3516 Trimble Road, Nashville, Tennessee 37215 (hereinafter referred to as "Assignee").

RECITAL:

Assignor and Assignee are parties to an Asset Purchase and Sale Agreement dated as of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including without limitation the patents of Assigner. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications listed on <u>Exhibit A</u> annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof.

244105.05 2832-0002

IN WITNESS WHEREOF, Assignor has executed or caused its duly authorized officer to execute this Assignment of Patents under seal the day and year first written above.

BLACK GOLD CORPORATION

(formerly the Robert Sun Company)

By: Wayne Robertson Title: President

STATE OF TENNESSEE) COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Wayne Robertson, to me known (or proved to me on the basis of satisfactory evidence) to be the President of Black Gold Corporation, the within named bargainor, a Tennessee corporation, who acknowledged that he executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand, at office, this 43^{4} day of December, 2001.

Notary Public My Commission Expires: Nov. 30, 2002

RECORDED: 01/29/2002

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