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Form PTO-1595
(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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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):

The Continuum Corporation

Execution Date: 12/16/97

2. Name and address of receiving party(ies)

Name: Mark Brown

Internal Address: _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other

Record to correct nature of conveyance
 on document previously recorded on
 reel 8522 frame 0081.

Execution Date:

Assignor assigns 60% interest to said assignee.

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) _____

B. Patent No.(s) _____

08/476673

Additional numbers attached? ☐ Yes ☐ No

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

Name: Mark Brown

Internal Address: _____

Street Address: 1415 Downs #51

City: Woodward State: OK Zip: 73801

6. Total number of applications and patents involved: ☐ 1

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

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Mark Brown

Name of Person Signing

Signature

3/4/02

Date

Total number of pages including cover sheet, attachments, and documents: ☒ 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

03/13/2002 6TON11 00000194 08476673

01 FC:581

40.00 DP

PATENT
REEL: 012655 FRAME: 0698

For: U.S. and Foreign Patent Rights; U.S. Patent No. 5,646,486;
U.S. Patent No. 5,633,564; U.S. Patent No. 5,471,114; and
all other U.S. Patents, International Patents and Intellectual Property Rights owned by The
Continuum Corporation.
By: The Continuum Corporation.

ASSIGNMENT OF INVENTIONS

WHEREAS, The Continuum Corporation, ("ASSIGNOR"), an Oklahoma Corporation, has an ownership interest in certain INVENTIONS, two INVENTIONS being entitled **FAIL-SAFE UNINTERRUPTIBLE LIGHTING SYSTEM** and one INVENTION entitled **MODULAR UNINTERRUPTIBLE LIGHTING SYSTEM**, which are found in United States Patent Number 5,646,486 issued July 8, 1997, United States Patent Number 5,471,114 issued November 28, 1995, and United States Patent Number 5,633,564 issued May 27, 1997; and

WHEREAS, ASSIGNOR is the Judgment Debtor, in Cause Numbers CJ-97-14 and CJ-97-37, (the "Cases"), both causes entered before the District Court of Woodward County, State of Oklahoma and styled respectively Mark Brown vs. the ASSIGNOR and Deborah Palmer vs. the ASSIGNOR; and

WHEREAS, the Judgment Plaintiffs have rights of execution against Assignor's assets, including its intellectual property rights and have pursued execution upon same by and through the captioned cases; and

WHEREAS, _____

("ASSIGNEE"), and the successors, assigns, and legal representatives of the ASSIGNEE, want to acquire the entire right, title, and interest of Assignor in and to the INVENTIONS and in and to any Letters Patent that may be granted therefore in the United States and in any and all foreign countries, and in all other International Patents and United States Patents and Intellectual Property Rights of whatsoever nature owned by ASSIGNOR.

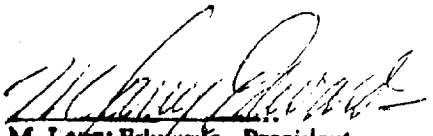
NOW, THEREFORE, ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE, all ASSIGNOR'S right, title, and interest for the United States and its territorial possession and in all foreign countries, including all rights to claims priority, in and to any and all improvements which are disclosed in the INVENTIONS, and, in and to, all Letters Patent to be obtained for the INVENTIONS or any continuation, division, renewal, or substitute thereof, and any reissue or re-examination thereof, and in and to any and all other International Patents and United States Patents and any and all Intellectual Property Rights that ASSIGNOR has any type of interest in.

ASSIGNOR hereby covenants that it has full right to convey ASSIGNOR'S interest herein assigned, and no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this ASSIGNMENT OF INVENTIONS excepting Exhibit "A" hereto; PROVIDED HOWEVER, this Assignment shall be invalid and have no force and effect unless lawful execution case(s) proceedings and sale in compliance with Oklahoma Statutes are had, with statutory notices to ASSIGNOR, in the Cases and FURTHER PROVIDED this Assignment shall be invalid until the latter of (a) the conclusion of such proceedings in the Cases and an Order from the District Court ordering the Sheriff, post-sale confirmation, to deliver the Assignment to the successful execution sale bidder; or (b) January 31, 1998.

ASSIGNOR further covenants that ASSIGNEE will upon request, be provided promptly with all pertinent facts and documents relating to the INVENTIONS and Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation, or proceeding related thereto; and

ASSIGNOR further covenants that it will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and enforce the INVENTIONS and Letters Patent and equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

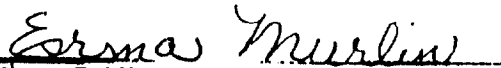
Dated this 16 day of August, 1997.


M. Larry Edwards, President,
The Continuum Corporation

STATE OF OKLAHOMA)

COUNTY OF Woodward) ss.

This instrument was acknowledged before me on the 16 day of Dec, 1997, by M. Larry Edwards as President of The Continuum Corporation.


Notary Public

My Commission Expires: 6-7-99

(Seal)

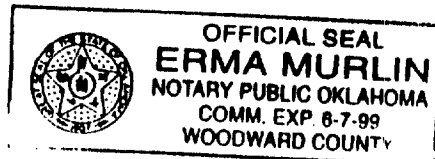


EXHIBIT "A"

1. Any encumbrance, assignment, sale, agreement, pledge or transfer existing before August 29, 1997 including, but not limited to:
2. The rights, if any, arising under that certain "License" Agreement of March 18, 1992 wherein Permalite Corporation may claim certain licensee rights.
3. The rights, if any, arising under that certain "License" Agreement effective April 1, 1996 between Permalite Corporation and Assignor.
4. The rights of Harold Levine, attorney, (or his nominee or assignee or law firm) registered with the U.S. Patent office.