

04-10-2003

RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
Attorney Docket No. 08726.0015-00000  
Attorney Customer Number: 22,852



102415291

Name of conveying party(ies):  
1) Mechanical Solutions, Inc.

and Trademarks:  
its or copy thereof.

4-7-03

ATTN. BOX ASSIGNMENTS

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

1) Name: ECO Technology Solutions, LLC

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

Internal Address:

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other: Agreement to grant 50% ownership in patent to ECO Technology Solutions, LLC

Execution Date: 1) August 16, 2002

Street Address: 2201 Cooperative Way

City: Herndon

State: Virginia Zip Code: 20171

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:

A. Patent Application Number(s):

B. Patent Number(s):

6,418,745

Additional numbers attached?  Yes  No

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

Name: Roland G. McAndrews, Esq.

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

Street Address: 1300 I Street, N.W.

City: Washington, D.C.

State: Zip: 20005-3315

6. Total number of applications and registrations involved: One (1)

7. Total fee (37 CFR 3.41): \$40

Enclosed (Please charge deficiency to deposit account)  
 Authorized to be charged to deposit account

8. Deposit Account No.: 06-0916

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.

Roland G. McAndrews, Esq.

April 7, 2003

Reg. No. 41,450

Signature

Date

Total number of pages including cover sheet, attachments and documents: 6

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**AGREEMENT  
AMONG  
ECO TECHNOLOGY SOLUTIONS, LLC AND  
MECHANICAL SOLUTIONS, INC.**

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This agreement ("Agreement") is entered into this 19 day of AUG 2002 (the "Effective Date"), between ECO Technology Solutions, LLC ("ECOTS"), a Delaware Limited Liability Company with its principal place of business at 2201 Cooperative Way, Herndon, VA 20171; and Mechanical Solutions, Inc., 607 E. Elk Ridge Dr., Payson, AZ 85541 ("Grantor" herein). ECOTS and Grantor are referred to individually as "Party" herein and collectively as the "Parties."

**RECITALS**

**NOW, THEREFORE,** The Parties enter into this Agreement for and in consideration of the mutual covenants set forth herein, Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged by each Party.

**1. Grantor's Obligations to ECOTS.**

- A. Property Grant.** Grantor hereby grants to ECOTS (and/or others of ECOTS's choosing) the exclusive right to finance, develop, and market all of the Property as described in Attachment B, including, but not limited to United States Patent No. 6,418,745, July 16, 2002, "Heat powered heat pump system and method of making same." ECOTS also is hereby granted fifty (50%) percent of the ownership in the Property;

Confidential

ECOTS, Mechanical Solutions Agreement

02-08-13

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PATENT  
REEL: 013922 FRAME: 0653

IN WITNESS WHEREOF, the Parties and hereby have executed this Agreement as of the Effective Date.

ECO TECHNOLOGY SOLUTIONS, LLC

MECHANICAL SOLUTIONS, INC.

By: *William Cetti*

By: *Frank Hartuff*

Name: William C. Cetti

Title: PRES

Title: President and CEO

Date: 8-16-2002

Date: 8/21/2002

Confidential

**Representation and Warranty.** Frank W. Ratliff hereby represents and warrants by signing this Agreement, that he has read this Agreement, agrees to comply with those terms that apply to him, agrees that the statements in it are true and correct, and that he has no rights, privileges or interest whatsoever in the Property that is the subject of this Agreement, and that he has transferred all rights, privileges or interest he had to Mechanical Solutions, Inc. per the assignment dated April 27, 2001, notice of recordation of July 23, 2001, with the U.S. Patent and Trademark Office and that said Property belongs solely to Mechanical Solutions, Inc., and is now being transferred per the terms of this Agreement.

Frank W. Ratliff

By: Frank W. Ratliff

Name: FRANK W. RATLIFE

Title: \_\_\_\_\_

Date: 8-16-02

**ATTACHMENT B  
THE PROPERTY**

The "Property" in this Agreement includes, but is not limited to the following:

2. All intellectual property of Grantor, past, present and future, including the rights to improvements made to such intellectual property as described in Section 1 of this Attachment.
3. This property includes, but is not limited to:
  - A. The design, process, and any new, useful improvement, and any invention, and any tangible and intangible property, in whatever form and any unique physical property developed.
  - B. United States Patent No. 6,418,745, July 16, 2002, "Heat powered heat pump system and method of making same." In addition, any invention, including, any improvements on the invention previously or in the future made or acquired by the Grantor and any inventor, and all rights of priority to the same, pursuant to the International Convention for the Protection of Industrial Property; and in any patents on the invention or the improvements that have been or may be granted in the United States or any foreign country and in any applications for such patent, and to each reissue or extension of the patent to this Property.
  - C. Discoveries, developments, designs, marketing, product development, legal, engineering, financial and regulatory materials or other business and/or technical information and materials, in oral, demonstrative, written, electronic, graphic or machine-readable form and any analyses, compilations, studies or documents prepared, prototypes, improvements, inventions, formulas, processes, techniques, computer programs, writings, know-how, and data made, conceived, or reduced to practice by Grantor, either alone or jointly with others, whether or not patentable, protectable or registrable under copyright or similar statutes, and whether or not shown or described in writing, or reduced to practice.
  - D. "Works of Authorship," which means any subject matter protected by copyright under the U.S. Copyright Laws, including without limitation all written works, computer programs, databases, audiovisual works, images, and technical drawings, and any and all derivative works thereof.