PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
William H. Laletin	09/25/2000
Metrology and Energy Systems Associates, Ltd.	09/25/2002

RECEIVING PARTY DATA

Name:	World Energy Labs (2), Inc.
Street Address:	2341 West 205th Street
Internal Address:	Unit 115
City:	Torrance
State/Country:	CALIFORNIA
Postal Code:	90501

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	60014159
Patent Number:	6411098
Application Number:	09122181

CH $120.00 60014159

CORRESPONDENCE DATA

Fax Number: (617)856-8201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (617) 856-8145
Email: IP@brownrudnick.com
Correspondent Name: Mark S. Leonardo
Address Line 1: One Financial Center
Address Line 2: Brown Rudncik Berlack Israels LLP
Address Line 4: Boston, MASSACHUSETTS 02111

NAME OF SUBMITTER:	Mark S. Leonardo

Total Attachments: 6

source=Assignment#page1.tif
source=Assignment#page2.tif
source=Assignment#page3.tif
source=Assignment#page4.tif
source=Assignment#page5.tif
source=Assignment#page6.tif

PATENT AND TECHNOLOGY ASSIGNMENT

This PATENT AND TECHNOLOGY ASSIGNMENT (hereinafter referred to as "Assignment") is effective the 25 day of September, 2002, between William H. Laletin and Metrology and Energy Systems Associates, Ltd., a privately owned Louisiana corporation, with a place of business at 651 Whitney Drive, Slidell, Louisiana 70461 (hereinafter collectively referred to as "Assignor") and World Energy Labs (2), Inc., a California company, with a place of business at 2341 West 205th Street, Unit 115, Torrance, CA 90501 (hereinafter referred to as "Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to a certain Agreement dated September 25, 2002, (hereinafter the "Payment Agreement"), under which Assignor agrees to sell, and Assignee agrees to purchase certain intangible assets presently held by Assignor;

WHEREAS, Assignee desires to acquire certain intellectual property of Assignor and whereas Assignor desires to assign the Patents (as defined below) to Assignee under the terms and conditions of this Assignment;

WHEREAS, included among the assets to be purchased by Assignee are certain patent(s), patent application(s) or industrial property (hereinafter referred to as "Patents"), and Technology, as defined below, including without limitation certain Patents and Technology set forth in Exhibit A, attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor and Assignee hereby agrees as follows:

1. Definitions

(a) As used herein, the term "Technology" means any and all intellectual property currently owned, created or acquired by Assignor, including, without limitation, inventions; trade secret rights; developmental ideas and concepts; proprietary processes, blueprints, drawings, designs, diagrams, plans, reports, and charts; catalogs; manuals; technical data; computer software programs (including the source and object codes therefor), computer records, computer software, and computer data; tapes, disks, and printouts; mold designs; registrations and applications for registration of the foregoing including, without limitation, foreign counterparts; and all other intangible property of the Assignor, both pertaining to methods and apparatuses for creating, measuring, monitoring, analyzing and detecting polarization voltages and other detectable phenomenon present in electrochemical cells, fuel cells, and other types of electrochemical systems, as well as pertaining to methods and apparatuses for measuring, monitoring, analyzing and detecting the electrical frequency response exhibited by electrochemical cells, fuel cells, and other types of electrochemical systems, including those listed in Exhibit A.

(b) Any terms not otherwise defined in this Assignment shall have the same respective meanings ascribed to them in that certain document entitled "Payment Agreement".

2. Assignment.

(a) In consideration of Assignor's receipt of the Payment, as outlined in the Payment Agreement, Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, Assignor's entire right, title and interest for all countries in and to: (i) each of the Patents owned by Assignor both pertaining to methods and apparatuses for creating, measuring, monitoring, analyzing and detecting polarization voltages and other detectable phenomenon present in electrochemical cells, fuel cells, and other types of electrochemical systems, as well as pertaining to methods and apparatuses for measuring, monitoring, analyzing and detecting the electrical frequency response exhibited by electrochemical cells, fuel cells, and other types of electrochemical systems, including, but not limited to, those listed in Exhibit A; hereof (ii) any and all of the inventions which are disclosed and claimed in the Patents; (iii) any and all of the inventions which are disclosed, but not claimed in any of the Patents; (iv) all divisional, continuing, substitute, renewal, reissue, and all other patents and applications for patent, industrial property or other related property rights in any and all countries which have been or shall be filed on any of the inventions disclosed in any of the Patents; (v) all original and reissued patents, industrial property or related documents which have been or shall be issued on any such inventions disclosed in any of the Patents; and (vi) all rights to sue and recover for past unlicensed infringements of the Patents.

(b) Assignor authorizes and requests the respective worldwide Patent, Letters Patent and Industrial Property Offices (including, but not limited to, WIPO and EPO) to issue to the Assignee, its successors, assigns and legal representatives, in accordance with this Assignment, any and all patents, letters patent or industrial property on the inventions or any of them disclosed in any of the Patents.

(c) Assignor authorizes and agrees that the Assignee may apply for and receive patents, letters patents, industrial property or rights of any other kind for the inventions disclosed in any of the Patents; and may claim, in applications for said patents, letters patent, industrial property or other rights, the priority of the Patents under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty (PCT), under the European Patent Convention (EPC) or under any other available international agreement.

(d) Assignor authorizes and agrees that when requested, without charge to Assignor, but at the expense of, the Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor or the Assignor's executors or administrators will, for all countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent, letters patent or industrial property applications or other documents on any and all such inventions disclosed in any of the Patents; execute all rightful oaths, agreements, powers of attorney and other papers; communicate to the Assignee, its successors, assigns and representatives, all facts known and documents available to the Assignor relating to

said inventions and the history thereof; testify in all legal proceedings (provided, the Assignor shall not be required to incur any out of pocket costs), and generally do everything possible which the Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related rights and all patents, letters patent or industrial property on such inventions, in the Assignee, its successors, assigns and legal representatives.

3. Further Assurances. Upon the request of Assignee, or in case for any reason the above authorization is insufficient to effect the assignment set forth in paragraph 2, hereof Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully, in a timely fashion, the assignment contained in paragraph 2 hereof. Should Assignor be unable, or unwilling to perform such duty in a timely fashion, and in the event that such action would negatively impact Assignee's business, Assignor grants the right, to Assignee, to perform such lawful acts and to sign for Assignor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed as a sealed instrument as of the date below by their respective officers thereunto duly authorized.

ASSIGNOR(s):

William H. Laletin

By: _____
Name: William H. Laletin
Title: SELF
Date: September 25, 2002

and,

Metrology and Energy Systems Associates, Ltd.

By: _____
Name: William H. Laletin
Title: President
Date: September 25, 2002

ASSIGNEE:

World Energy Labs (2), Inc.

By: _____
Name: Sean Salloux
Title: Managing Director
Date: September 25, 2002

Exhibit A
Patent and Technology Assignment

Patent Application No.	Title	Filing Date	Issue Date
60/014,159	Energy Device Analysis and Evaluation	March 27, 1996	N/A
6,411,098	Energy Device Analysis and Evaluation	December 8, 1998	June 25, 2002

PCT & World Application/Publication	Title	Filing Date	Publication Date
PCT/US97/05002 WO97/36182	Energy Device Analysis and Evaluation	March 27, 1997	October 2, 1997
AU 2591897 A1	Energy Device Analysis and Evaluation	March 27, 1997	October 17, 1997

Other Patent Applications:

Patent Application No.		Filing Date	Status
U.S. Patent App. # 09122181 (*$LiSO_2$ method*)		7/25/97	Patent is pending.

The following technologies, including any drawings, diagrams, software programming, files, and electronic information in connection therewith, are expressly included within the definition of "Technology" as used in this Agreement.

1. Precision track and hold module, capable of digitizing an analog voltage and providing upon command ("hold") a static copy of said voltage by using the stored digital information to control the output of an embedded digital-to-analog converter.

2. A servo preamplifier module capable of receiving an offsetting voltage (as from a precision track and hold module) that will substantially cancel a DC voltage component presented by a Device Under Test that is connected across its differential inputs, so that any residual AC voltage component may appear 'centered' about a common ground. This ensures that maximum amplification of the AC signal component may be achieved prior to clipping, resulting in an effective improvement in overall dynamic range with respect to the AC signal component.

3. A digitally programmable waveform generator, composed of a direct digital synthesis section and an analog output section utilizing at least one or a pair of digital-to-analog converters (DAC's). The digital section utilizes pre-programmed numeric parameters (received from an external microprocessor) to control a pair of interlocked counter sections that operate alternately to provide a set of digital signals defining a waveform that may be comprised of sequential sections, each having a defined polarity, a duration, and a magnitude. The digital information is used to control one or more DAC's, the analog output of which devices drives a differential amplifier that serves to provide a low impedance analog output signal suitable for driving a subsequent power amplifier. By using interlocked counter sections, the first section may be providing the current digital information to a DAC, while the parameters of the other section may be updated "on the fly" by the micro controller. This technique provides very precise waveform timing while allowing essentially real-time operation as an arbitrary waveform synthesizer due to the fast update rate capability.

5. A microcontroller-based interface and display module suitable for interface to and control of the sub-systems described above in paragraphs 1, 2, 3 and 4.

6. Windows Control software suitable for controlling, via an interconnection between a Personal Computer serial port and a microcontroller-based interface module, the operation of a Time Domain Spectrometer embodying the technology described in 1, 2, 3, 4, and 5 above.