

Client Code: MPG.000GEN

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): (List using letters or numbers for multiple parties) Pentech Energy Solutions, Inc. Additional name(s) of conveying party(ies) attached? () Yes (X) No	2. Name and address of receiving party(ies): Name: Electric City Corporation Street Address: 1280 Landmeier Road City: Elk Grove State: IL ZIP: 60007-2410 Additional name(s) of receiving party(ies) attached? () Yes (X) No
3. Nature of conveyance: (X) Assignment Execution Date: (List as in section 1 if multiple signatures) June 20, 2005	4. US or PCT Application number(s) or US Patent number(s): (X) Patent Application No.: 08/933,871 Filing Date: September 19, 1997 Patent No.: 6,062,482 Issue Date: May 16, 2000 Additional numbers attached? (X) Yes () No
5. Party to whom correspondence concerning document should be mailed: Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14 th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: MPG.000GEN	6. Total number of applications and patents involved: 6
7. Total fee (37 CFR 1.21(h)): \$240.00 (X) Authorized to be charged to deposit account	8. Deposit account number: 11-1410 Please charge this account for any additional fees which may be required, or credit any overpayment to this account.
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. Thomas R. Arno Name of Person Signing 40,490 Registration No. Total number of pages including cover sheet, attachments and document: 4	

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Client Code: MPG.000GEN

ADDITIONAL APPLICATIONS/PATENTS TO BE RECORDED

Attorney Docket No.	Title	Application Number	Filing Date	Patent Number	Issue Date
MPG.001C1	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	09/351,974	7/12/1999	6,176,436	1/23/2001
MPG.01C1C1	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	09/746,213	12/22/2000	6,474,084	11/5/2002
MPG.1C1C1D	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	10/268,070	10/7/2002	6,637,667	10/28/2003
MPG.1C1C1DC	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	10/688,106	10/17/2003	N/A	N/A
MPG.002A	HVAC SYSTEM CONTROL INCORPORATING HUMIDITY AND CARBON MONOXIDE MEASUREMENT	08/934,147	9/19/1997	5,911,747	6/15/1999

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PATENT
REEL: 016386 FRAME: 0543

PATENT

Client Code: MPG.000GEN

Page 1

ASSIGNMENT

WHEREAS, Pentech Energy Solutions, Inc., a Delaware corporation having offices at 6885 Flanders Drive, Ste. B, San Diego, CA 92121 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the following United States issued Letters Patents and applications for Letters Patents in the United States (hereinafter "the Patents and Patent Applications"):

Our Reference	Title	Application Number	Filing Date	Patent Number	Issue Date
MPG.001A	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	08/933,871	9/19/1997	6,062,482	5/16/2000
MPG.001C1	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	09/351,974	7/12/1999	6,176,436	1/23/2001
MPG.01C1C1	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	09/746,213	12/22/2000	6,474,084	11/5/2002
MPG.1C1C1D	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	10/268,070	10/7/2002	6,637,667	10/28/2003
MPG.1C1C1DC	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	10/688,106	10/17/2003	N/A	N/A
MPG.002A	HVAC SYSTEM CONTROL INCORPORATING HUMIDITY AND CARBON MONOXIDE MEASUREMENT	08/934,147	9/19/1997	5,911,747	6/15/1999

WHEREAS, , Electric City Corporation, a Delaware corporation having offices at 1280 Landmeier Road, Elk Grove, IL 60007-2410 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patents and Patent Applications;

PATENT

REEL: 016386 FRAME: 0544

PATENT

Client Code: MPG.000GEN

Page 2

NOW, THEREFORE, for other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patents and Patent Applications and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents and Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements and all Letters Patents resulting from the Patents and Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Letters Patents before or after issuance;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents and Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patents and Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents and Patent Applications in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20th day of June, 2005.

President
Pentech Energy Solutions, Inc.
By: [Signature]
Name Printed: DEANN PEROUTKA
Title: PRESIDENT
Date: 6/20/05

STATE OF

COUNTY OF

ss.

On 6/20/05, before me, DeAnn Peroutka, personally appeared Pentech Energy Solutions, Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that executed the same in authorized capacity(ies), and that by signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

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DeAnn Peroutka
Notary Signature

**PATENT****RECORDED: 06/22/2005****REEL: 016386 FRAME: 0545**