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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

QUICKPOWER, INC.,
a California corporation

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

2. Name and address of receiving party(ies)

Name: AGRIPOWER, INC.,

Internal Address: a Delaware corporation

Street Address: 309 Second Street,
Suite 2

City: Los Altos

State: California

Country: United States Zip: 94022

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 21, 2005

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,121,600

Additional numbers attached? Yes No

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

Name: Francis H. Lewis, Esq.

Internal Address: _____

Street Address: 1045 - 17th Street,
Suite G

City: San Francisco

State: California Zip: 94107

Phone Number: (415) 552-3611

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Francis H. Lewis
Signature

JUL 22 2005
Date

FRANCIS H. LEWIS, Reg. No. 27,684 Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1460

ASSIGNMENT OF INVENTION AND PATENT RIGHTS

DATE: June 21, 2005

PARTIES: QuickPower, Inc., a
California corporation (Assignor)

AgriPower, Inc., a
Delaware corporation (Assignee)

RECITALS:

A. For valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor has agreed to assign to the Assignee, and the Assignee has agreed to accept from the Assignor, certain assets of Assignor used in conjunction with Assignee's business.

B. Assignor is presently an assignee of the assets assigned hereunder, and is in the process of finalizing said assignment with the United States Patent Office and other relevant governmental agencies.

C. As part of his promises to the Assignee and its shareholders, the Assignor has agreed to assign to the Assignee all of the right, title, and interest of the Assignor in certain patents, intellectual property, and other assets used in connection with the business of Assignee.

AGREEMENTS:

SECTION 1. ASSIGNMENT

The Assignor hereby assigns to the Assignee (1) all of the Assignor's right, title, and interest for the United States of America as defined in 35 USC Sec. 100, in the invention known as "Transportable Electrical Power Generating System Fueled by Organic Waste" (the "Invention") for which U. S. Patent No. 5,121,600 was issued on June 16, 1992 (the "Patent"); and (2) all of the Assignor's right, title, and interest in all other assets granted to the Assignor's predecessor in interest, A. Philip Bray, under that certain order of the United States Bankruptcy Court for the Northern District of California, entitled "Order Authorizing Sale of Assets" in case no. 96-3-2763 HDM (the "Property").

SECTION 2. EFFECT OF ASSIGNMENT

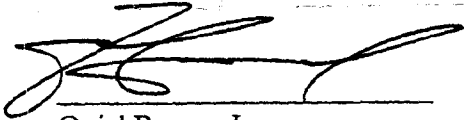
This assignment is intended to be and it is an absolute assignment of all right, title, and interest of the Assignor in and to the Invention, Patent, and Property. This assignment is not executed as security in any respect. From and after the date of this assignment, the Assignee shall be the sole and lawful owner of the interest of the Assignor in and to the Invention, Patent, and Property, and shall have all rights of the Assignor in relation to said Invention, Patent, and Property.

SECTION 3. FUTURE ASSURANCES

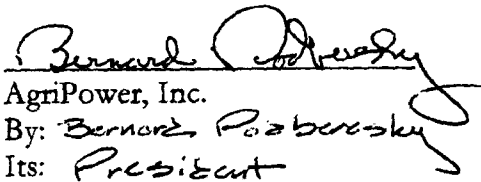
The Assignor shall, upon the request of the Assignee, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this assignment. The Assignor further agrees that, on request and without further consideration (but at the expense of the Assignee), the Assignor will communicate to the Assignee, or its representatives, all facts known to the Assignor respecting the Patent, the Invention, and the Property, testify in any legal proceedings, sign all lawful papers, execute all applications, make all rightful oaths, and generally do everything possible to aid the Assignee, its successors, assigns, and nominees, to obtain and enforce proper protection for the Patent, the Invention, and the Property in the United States and all foreign countries, and to vest the entire right, title, and interest in and to the Patent, the Invention, and the Property in the Assignee.

Assignor:

Assignee



QuickPower, Inc.
By: Zach Georgopoulos
Its: Secretary



AgriPower, Inc.
By: Bernard Pabersky
Its: President