

**PATENT ASSIGNMENT**

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| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT           |
| <b>NATURE OF CONVEYANCE:</b>   | ASSIGNMENT               |
| <b>CONVEYING PARTY DATA</b>  |                          |
| <b>Name</b>  | <b>Execution Date</b>    |
| Air Power Technologies, Inc.   | 05/26/2006               |
| <b>RECEIVING PARTY DATA</b>  |                          |
| <b>Name:</b>   | Great West Group, LLC    |
| <b>Street Address:</b>   | 5505 East Evans Avenue   |
| <b>City:</b>   | Denver                   |
| <b>State/Country:</b>  | COLORADO                 |
| <b>Postal Code:</b>  | 80222                    |
| <b>PROPERTY NUMBERS Total: 4</b>   |                          |
| <b>Property Type</b>   | <b>Number</b>            |
| Patent Number:   | 6099268                  |
| Patent Number:   | 6554583                  |
| Patent Number:   | 6634867                  |
| Patent Number:   | 6666656                  |
| <b>CORRESPONDENCE DATA</b>   |                          |
| <b>Fax Number:</b>   | (303)753-0444            |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                          |
| <b>Phone:</b>  | 303-757-8300             |
| <b>Email:</b>  | fischer@bensoncase.com   |
| <b>Correspondent Name:</b>   | Ronnie Fischer           |
| <b>Address Line 1:</b>   | 1660 South Albion Street |
| <b>Address Line 2:</b>   | Suite 1100               |
| <b>Address Line 4:</b>   | Denver, COLORADO 80222   |
| <b>NAME OF SUBMITTER:</b>  | Ronnie Fischer           |

**OP \$160.00 6099268**

Total Attachments: 3  
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## ASSIGNMENT OF PATENT

For Value Received, **Air Power Technologies, Inc.**, a Colorado Corporation (hereinafter "APT"), whose principle place of business is located at 11875 West 12<sup>th</sup> Avenue, Golden, Colorado 80701 (hereinafter "Assignor") do hereby sell, assign and transfer unto:

**Great West Group, LLC**, a Colorado Limited Liability Company (hereinafter "Great West"), whose principle place of business is located at 5505 East Evans Avenue, Denver, Colorado 80222 (hereinafter "Assignee") as Assignee, and its successors, assigns and legal representatives, the entire right, title and interest to the described in those certain United States Patents:

- United States Patent Number 6,099,268 for a Pneumatic Compressor System dated August 8, 2000.
- United States Patent Number 6,554,583 B1 for a Swash Plate Compressor with Reciprocal Guide Assembly dated April 29, 2003.
- United States Patent Number 6,634,867 B2 for a Shuttle Piston Assembly with Dynamic Valve dated October 21, 2003.
- United States Patent Number 6,666,656 for a Compressor Apparatus dated December 23, 2003.

The aforementioned four United States Patents (Numbers 6,099,268, 6,554,583 B1, 6,634,867 B2 and 6,666,656) (hereinafter collectively referred to as "APT Patents").

Now, therefore, in consideration of Four Hundred Eighty Three Thousand Eight Hundred Forty One U.S. Dollars and Forty Two Cents (\$483,841.42 U.S.) by Satisfaction of Judgment of the Judgment granted by the Jefferson County District Court, State of Colorado, Case Number 2006CV1303, in favor of Great West Group, LLC and against Air Power Technologies, Inc., the receipt whereof is acknowledged, and other good and valuable consideration, Assignor hereby sells, assigns, and transfers unto said assignee the full and exclusive right to the invention relating to the APT Patents in the United States and the entire rights, title, and interest in and to any and all APT Patents, including the Patents specified above, the pending applications specified above, and including any Patents which may be granted from the pending applications specified above, and any and all Patents that otherwise may be granted therefore, to the Assignee, of the entire right, title and interest in and to any and all APT Patents which have been or may be granted therefore in the United States.

It is agreed that, when requested, Assignor will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient for vesting title thereto in said Assignee and its successors, assigns, transferees, administrators, liquidators, receivers, trustees, and legal representatives or nominees, as applicable.

APT authorizes and empowers the said Assignee, its successors, assigns, and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any

convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

APT hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

Assignor covenants with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that Assignor has full right to convey the same as herein expressed.


Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office to assign and transfer APT Patents to Assignee, of the entire right, title and interest in and to the same, for Assignee's sole use and benefit, and for the use and benefit of its legal representatives, to the full end of the term for which said Patents may be granted, as fully and entirely.


{ signatures on following page }

Signed this 26 day of May, 2006.

ASSIGNOR:  
Air Power Technologies, Inc.

ASSIGNEE:  
Great West Group, LLC

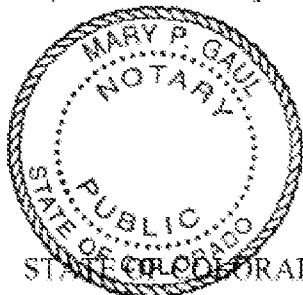
  
By: Christopher L. Satriano, as President


  
By: Robert W. Hershey, as Manager

STATE OF COLORADO )  
  ) ss  
COUNTY OF DENVER )

Subscribed and sworn to before me this 30 day of May, 2006, by Christopher L. Satriano, President of Air Power Technologies, Inc.

My commission expires: 10/9/07




  
Notary Public

STATE OF COLORADO )  
  ) ss  
COUNTY OF DENVER )

Subscribed and sworn to before me this 26<sup>th</sup> day of May, 2006, by Robert W. Hershey, Manager of Great West Group, LLC.

My commission expires: 9-19-09

  
Notary Public

