

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/11/2002

**CONVEYING PARTY DATA**

Name	Execution Date
Stephen L. Patrick	05/30/2006
Thomas E. Bearden	05/30/2006
James C. Hayes	05/30/2006
Kenneth D. Moore	05/30/2006
James L. Kenny	05/30/2006

**RECEIVING PARTY DATA**

Name:	Magenetic Energy, Ltd.
Street Address:	925 Tascosa Drive
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35802

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	6362718

**CORRESPONDENCE DATA**

Fax Number: (212)506-5151  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212 506-5150  
 Email: bgreen@orrick.com  
 Correspondent Name: Bradford S. Breen  
 Address Line 1: Orrick, Herrington & Sutcliffe LLP  
 Address Line 2: 666 Fifth Avenue  
 Address Line 4: New York, NEW YORK 10103

ATTORNEY DOCKET NUMBER:	11735/2
-------------------------	---------

**CH \$40.00 6362718**

NAME OF SUBMITTER:

Bradford S. Breen

Total Attachments: 5

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

## **CONFIRMATORY AND AMENDED AND RESTATED PATENT ASSIGNMENT**

This Confirmatory and Amended and Restated Patent Assignment is effective as of May 11, 2002.

**WHEREAS**, Stephen L. Patrick, Thomas E. Bearden, James C. Hayes, Kenneth D. Moore and James L. Kenny, each a citizen of the United States of America (hereinafter individually an "Assignor" and collectively, the "Assignors"), are the named inventors on United States Patent No. 6,362,718, issued March 26, 2002 entitled *Motionless Electromagnetic Generator* (the "Patent"); and

**WHEREAS**, pursuant to an Assignment dated May 11, 2002 (the "2002 Assignment"), each Assignor agreed to transfer all of his rights, title and interest in to the Patent to Magnetic Energy, Ltd., a Nevada Limited Liability Company that currently has an office at 925 Tascosa Drive, Huntsville, Alabama 35802 (hereinafter "Assignee"); and

**WHEREAS**, the Assignors wish to confirm the 2002 Assignment, and amend and restate that document in its entirety in this Confirmatory and Amended and Restated Patent Assignment.

NOW THEREFORE for good and valuable consideration, the receipt of which is hereby acknowledged, each Assignor individually, and the Assignors collectively, hereby assign and transfer, as of the effective date set forth above, unto Assignee and its successors and assigns, the entire right, title and interest in and to the Patent (including, without limitation, the exclusive ownership and use thereof, and the inventions disclosed therein), and all know-how, data, confidential information and copyright works relating to the subject matter disclosed in the Patent, and all divisions, renewals and continuations of the Patent, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and

designs which may be filed or have been filed for same in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the Patent and any inventions disclosed therein in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

**AND EACH ASSIGNOR INDIVIDUALLY AND THE ASSIGNORS COLLECTIVELY HEREBY** authorize and request the Director of the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

**AND EACH ASSIGNOR INDIVIDUALLY AND THE ASSIGNORS COLLECTIVELY HEREBY** assign to Assignee all rights to all causes of action for infringement or violation by others of any rights in the Patent, including rights to past damages, and any recoveries resulting from infringements or violations of such rights.

**AND EACH ASSIGNOR INDIVIDUALLY AND THE ASSIGNORS COLLECTIVELY HEREBY** further covenant and agree that each Assignor shall execute and deliver such documents and take such actions, at Assignee's expense, as are reasonably necessary or appropriate to effect this Assignment of the Patent, now or in the future.

This Confirmatory and Amended and Restated Patent Assignment replaces and restates in its entirety the 2002 Assignment.

WITNESS my hand at Huntsville, Alabama, this 30<sup>th</sup> day of May, 2006.

Stephen L. Patrick  
STEPHEN L. PATRICK

STATE OF ALABAMA )  
 ) SS  
COUNTY OF Madison )

On 5/30, 2006, before me, Angie Kirkland, the undersigned Notary Public, personally appeared Stephen L. Patrick,  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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

Angie Kirkland  
Notary Public in and for said County and State  
My Commission Expires: May 19, 2008

WITNESS my hand at Huntsville, Alabama, this 30<sup>th</sup> day of May, 2006.

Thomas E. Bearden  
THOMAS E. BEARDON  
E

STATE OF ALABAMA )  
 ) SS  
COUNTY OF Madison )

On 5/30, 2006, before me, Angie Kirkland, the undersigned Notary Public, personally appeared Thomas E. Bearden,  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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

Angie Kirkland  
Notary Public in and for said County and State  
May 19, 2008 - Commission Expires

WITNESS my hand at Huntsville, Alabama, this 30<sup>th</sup> day of May, 2006.

James C. Hayes  
JAMES C. HAYES

STATE OF ALABAMA )  
 ) ss  
COUNTY OF Madison )

On 5/30, 2006, before me, Angie Kirkland, the undersigned Notary Public, personally appeared James C. Hayes,  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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

Angie Kirkland  
Notary Public in and for said County and State  
My Commission Expires: May 19, 2008

WITNESS my hand at Huntsville, Alabama, this 30<sup>th</sup> day of May, 2006.

Kenneth D. Moore  
KENNETH D. MOORE

STATE OF ALABAMA )  
 ) ss  
COUNTY OF Madison )

On 5/30, 2006, before me, Angie Kirkland, the undersigned Notary Public, personally appeared Kenneth D. Moore,  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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

Angie Kirkland  
Notary Public in and for said County and State  
My Commission Expires: May 19, 2008

WITNESS my hand at Huntsville, Alabama, this 30<sup>th</sup> day of May, 2006.

*James L. Kenny*  
JAMES L. KENNY

STATE OF ALABAMA )  
 ) ss  
COUNTY OF Madison )

On 5/30, 2006, before me, Angie Kirkland, the undersigned Notary Public, personally appeared James L. Kenny,  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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

*Angie Kirkland*  
Notary Public in and for said County and State  
My Commission Expires: May 19, 2008