

Form PTO-1595 (Rev. 03/05)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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)

DigitalGrid, Inc.

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

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

Execution Date(s) 10/03/2006

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

2. Name and address of receiving party(ies)

Name: DGI Creations, LLC

Internal Address: _____

Street Address: 11205 Brass Kettle Road

City: Raleigh

State: NC

Country: USA Zip: 27614

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

4. Application or patent number(s):

A. Patent Application No.(s)

11/453,272

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: The Eclipse Group LLP

Internal Address: _____

Street Address: 10605 Balboa Blvd., Suite 300

City: Granada Hills

State: CA Zip: 91344

Phone Number: 919-313-6162

Fax Number: 919-313-6170

Email Address: kef@eclipsegrp.com

6. Total number of applications and patents involved: One

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)

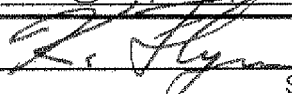
8. Payment Information

a. Credit Card Last 4 Numbers 0440
Expiration Date 05/08

b. Deposit Account Number 50-2542

Authorized User Name The Eclipse Group

9. Signature:


Signature

Kevin E. Flynn

Name of Person Signing

October 12, 2006

Date

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 1450, Alexandria, V.A. 22313-1450

OP \$40.00 11453272

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PATENT
REEL: 018392 FRAME: 0727

Atty Docket: DC05002USU

PATENT

ASSIGNMENT

This Assignment ("Assignment") shall be effective as of Oct 3, 2006 ("Effective Date") by and between:

DigitalGrid, Inc., a corporation organized under the laws of North Carolina having a principal place of business at 8307 Six Forks Road, Suite 107, Raleigh, NC 27615, United States of America ("ASSIGNOR"); and

DGI Creations, LLC, a corporation organized under the laws of North Carolina having a principal place of business at 11205 Brass Kettle Road, Raleigh, NC 27614, United States of America ("ASSIGNEE").

1.0 BACKGROUND

1.1 ASSIGNOR, has obtained rights to certain new and useful improvements as described and set forth in a United States Patent application "METHOD OF TESTING REMOTE POWER LINE CARRIER PICK-UP COIL", Serial No. 11/453,272 filed on June 14, 2006. The useful improvements include novel additions to the prior art including but not limited to those improvements specifically set forth in the attached claims. The subject matter of this patent application may include one or more legally cognizable inventions or inventive ornamental designs that collectively shall be referred to as the "Invention."

1.2 In acknowledgment of the payment by ASSIGNEE of legal fees associated with developing a patent portfolio and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment in order to formally transfers or memorialize the previous transfer to ASSIGNEE of all right, title and interest in and to the Invention and all Letters Patent or related legal rights which may be granted from the Invention in the United States or any foreign country.

2.0 ASSIGNMENT

2.1 ASSIGNOR sells, assigns and transfers to ASSIGNEE, effective as of the Effective Date first set forth above, the full and exclusive and non-revocable right, title and interest in and to the Invention, all patent applications related to the Invention, and all Letters Patent or related legal rights which may be granted from the Invention in the United States, including Letters Patent or related legal rights that may arise from a chain of applications including links such as revised filings of the application(s) referenced above, non-provisional applications claiming priority to any provisional applications listed above (if applicable), divisional applications, continuation applications, continuation-in-part applications, results from a reissue process, results from a re-examination process, or from any like process to any of the above for the full term or terms for which the Letters Patent or related legal rights may be granted.

2.2 ASSIGNOR also assigns all of ASSIGNOR's right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNOR grants to ASSIGNEE the right to file applications on any aspect of the Invention in the name of ASSIGNOR, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

METHOD OF TESTING REMOTE POWER LINE CARRIER PICK-UP COIL

Serial No. 11/453,272

- 1 -

PATENT

REEL: 018392 FRAME: 0728

2.4 ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNOR hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNOR further covenants that, upon ASSIGNEE's request, ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

2.7 ASSIGNOR further transfers and assigns to ASSIGNEE all copyright rights held by ASSIGNOR to the above identified patent application.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, ASSIGNOR's heirs, legal representatives and assigns.

[Signature]
Authorized Signature for ASSIGNOR

[Signature]
Tim MacCormac, President

10/3/2006
Date

State of North Carolina)
County of Wake) ss:

On this 3 day of October, 2006, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Tim MacCormac, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

[Signature]

, Notary Public

My Commission Expires on 02/28/2007



METHOD OF TESTING REMOTE POWER LINE CARRIER PICK-UP COIL

Serial No. 11/453,272

- 2 -