## Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY DATA					
Na			ame	Execution Date	
Jonathan W. Kimball				12/21/2006	
Philip T. Krein				12/21/2006	
Nicholas D. Benavides				12/21/2006	
RECEIVING PARTY DATA					
Name:	SmartSpark Energy Systems, Inc.				
Street Address:	60 East Hazelwood Drive				
City:	Champaign				
State/Country:	ILLINOIS				
Postal Code:	61820				
PROPERTY NUMBERS Total: 1					
Property Type			Number		
Application Number: 116		11615	Number 5074		
CORRESPONDENCE DATA					
Fax Number:(312)876-7934Correspondence will be sent via US Mail when the fax attempt is unsuccessful.Phone:312-876-8000Email:rswartz@sonnenschein.comCorrespondent Name:Kader GacemAddress Line 1:8000 Sears TowerAddress Line 4:Chicago, ILLINOIS 60606					
ATTORNEY DOCKET NUMBER:			09111236-0001		
NAME OF SUBMITTER:			Kader Gacem		
Total Attachments: 1 source=assign#page1.tif					

## ASSIGNMENT

WHEREAS, Jonathan W. Kimball, a citizen of United States of America, residing at 503 Mustang Drive, Mahomet, Illinois; Philip T. Krein, a citizen of United States of America, residing at 803 South Elm Boulevard, Champaign, Illinois; and Nicholas D. Benavides, a citizen of United States of America, residing at 1505 Westfield Drive, Champaign, Illinois referred to as ASSIGNORS, have invented a certain invention entitled: "MODULAR SYSTEM FOR UNATTENDED ENERGY GENERATION AND STORAGE"; and

WHEREAS, SmartSpark Energy Systems, Inc., incorporated in the State of Illinois, with a principal place of business at 60 East Hazelwood Drive, Champaign, Illinois 61820, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

## NOW THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNORS hereby soll, assign and transfer to ASSIGNEE the full and exclusive right, title and interest to said invention and all Letters Patent of the United States to be obtained therefor on said applications or any non-provisional, continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the same may be granted.

ASSIGNORS also assign all of its right, title and interest in and to said invention in all foreign countries, and all applications for Letters Patent which may evolve therefrom, including the right to claim International Convention priority.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said applications, said invention and said Letters Patent as may be known and accessible to ASSIGNORS, and ASSIGNORS will testify as to the same in any interference or litigation 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 said applications, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

Date: 12/21-06Date: 12/21/06Date: 12-21-06

Jonathan W. Kimbali

Nicholas D. Benavides

**RECORDED: 12/22/2006**