


Client Code: SEPCOR.001A

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>1. Jeffrey Rubak 2. Michael Yambrach</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Solar Energy Production Corporation Internal Address: Suite 124 Street Address: 1487 Poinsettia City: Vista State: California ZIP: 92083</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement () Merger () Change of Name () Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>1. January 12, 2007 2. January 12, 2007</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 11/258,830 Filing Date: October 26, 2005</p> <p>Additional numbers attached?</p> <p>() Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: SEPCOR.001A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>Andrew M. Douglas</u> Name of Person Signing</p> <p> Signature</p> <p><u>January 12, 2007</u> Date</p> <p>51,212 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 5</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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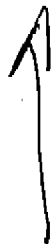
Transfer Agreement and Secured Note

Jeffrey Rubak ("Rubak"), for the consideration set forth below, hereby wishes to transfer to Solar Energy Production Corporation, a California corporation, ("SEPCOR") all of Rubak's interest in and to the invention entitled Solar Powered Generation System (the "Invention"), and SEPCOR wishes to obligate itself according to the terms below in consideration for such transfer.

Transfer Agreement

1. Transfer: For the consideration set forth below, Rubak hereby transfers all his rights and interest in and to the Invention, inclusive of the corresponding application for United States Patent bearing U.S. Patent and Trademark Office Application Number 11/258,830, filed October 26, 2005, (the "Patent Application") and any patent(s) or reissues of any patent which may be granted pursuant to such application, to SEPCOR.

2. Further Acts: At SEPCOR's expense, Rubak shall do all deeds and execute all documents reasonably necessary to perfect this transfer, to assist with the prosecution the Patent Application to its completion, and to secure, enforce and uphold the validity of any patent(s) and reissues of any patents resulting from the Patent Application.



REDACTED



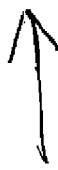
6. Security and Default: Rubak hereby retains, and SEPCOR hereby grants, a security interest in and to the rights transferred under section 1, above, to secure SEPCOR's performance under this

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instrument. Upon any event of SEPCOR's default which remains uncured, as per section 5, above, Rabak shall be entitled to demand and receive re-transfer of the all rights and interest granted under section 1 back to him, without resort to any court action. Such transfer shall constitute reversion of the rights back to Rabak and shall constitute satisfaction of all payments obligations of SEPCOR, save for those of section 7, below, which would otherwise remain owing as of the date of reversion forward. However, such re-transfer and reversion of the rights to Rabak shall in no way impair his right to payments or other obligations owed by SEPCOR up to the date of reversion. At SEPCOR's expense, SEPCOR shall do all deeds and execute all documents reasonably necessary to perfect the re-transfer and reversion of rights set forth in this section.



REDACTED



10. General terms. This agreement cannot be modified in any material term or, except for default, to accelerate any event unless by a writing executed by both parties. The headings for the sections of this agreement shall be given no legal effect. If any provision of this agreement is invalidated, voided, or held illegal, the offending provision shall be severed from the rest of the agreement and shall not affect the continued validity, force and effect of the remainder.

Executed this 12 day of January, 2007.

"Rabak," Creditor

Jeffrey Rabak
Jeffrey Rabak

"SEPCOR," Debtor

By: Michael Yarnbrack
Michael Yarnbrack
Michael Yarnbrack, President

and Mark Fillingim
Mark Fillingim
Mark Fillingim, Chief Financial Officer

Transfer Agreement and Secured Note

Michael Yambrach ("Yambrach"), for the consideration set forth below, hereby wishes to transfer to Solar Energy Production Corporation, a California corporation, ("SEPCOR") all of Yambrach's interest in and to the invention entitled Solar Powered Generation System (the "Invention"), and SEPCOR wishes to obligate itself according to the terms below in consideration for such transfer.

Transfer Agreement

1. Transfer: For the consideration set forth below, Yambrach hereby transfers all his rights and interest in and to the Invention, inclusive of the corresponding application for United States Patent bearing U.S. Patent and Trademark Office Application Number 11/258,830, filed October 26, 2005, (the "Patent Application") and any patent(s) or reissues of any patent which may be granted pursuant to such application, to SEPCOR.

2. Further Acts: At SEPCOR's expense, Yambrach shall do all deeds and execute all documents reasonably necessary to perfect this transfer, to assist with the prosecution the Patent Application to its completion, and to secure, enforce and uphold the validity of any patent(s) and reissues of any patents resulting from the Patent Application.

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6. Security and Default Yambrach hereby retains, and SEPCOR hereby grants, a security interest in and to the rights transferred under section 1, above, to secure SEPCOR's performance under this instrument. Upon any event of SEPCOR's default which remains uncured, as per section 5, above, Yambrach shall be entitled to demand and receive re-transfer of the all rights and interest granted under section 1 back to him, without resort to any court action. Such transfer shall constitute reversion of the rights back to Yambrach and shall constitute satisfaction of all payments obligations of SEPCOR, save for those of section 7, below, which would otherwise remain owing as of the date of reversion forward. However, such re-transfer and reversion of the rights to Yambrach shall in no way impair his right to payments or other obligations owed by SEPCOR up to the date of reversion. At SEPCOR's expense, SEPCOR shall do all deeds and execute all documents reasonably necessary to perfect the re-transfer and reversion of rights set forth in this section.

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 REDACTED
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10. General terms This agreement cannot be modified in any material term or, except for default, to accelerate any event unless by a writing executed by both parties. The headings for the sections of this agreement shall be given no legal effect. If any provision of this agreement is invalidated, voided, or held illegal, the offending provision shall be severed from the rest of the agreement and shall not affect the continued validity, force and effect of the remainder.

Executed this 12 day of January, 2007.

"Yambrach:" Creditor

Michael Yambrach
 Michael Yambrach

"SEPCOR:" Debtor

By: Jeffrey Rubak, Secretary
 and Mack Fillingim, Chief Financial Officer