

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Technology Transfer Partners, LLC	05/23/2007
RECEIVING PARTY DATA	
Name:	Hood & Motor Technology, LLC
Street Address:	1055 St. Paul Place
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	60777612
Application Number:	11588826
Application Number:	60600167
Application Number:	11200853
PCT Number:	US0630904
Application Number:	60780660
Application Number:	11715280
Application Number:	60777611
Application Number:	11633664
Application Number:	60742643
Application Number:	11588825
Application Number:	60717394
Application Number:	11522058
CORRESPONDENCE DATA	

CH \$520.00 60777612

Fax Number: (513)381-0205
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 513-357-9406
Email: shelton@taftlaw.com
Correspondent Name: Sharon Shelton
Address Line 1: 425 Walnut Street
Address Line 2: Suite 1800
Address Line 4: Cincinnati, OHIO 45202-3957

ATTORNEY DOCKET NUMBER:

RB045-GN004/7/8/11

NAME OF SUBMITTER:

Sharon A. Shelton

Total Attachments: 5

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GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE is entered into effective as of May 23, 2007 among TECHNOLOGY TRANSFER PARTNERS, an Ohio limited liability company ("Debtor"), MARVIN ROSENBERG ("Creditor") and HOOD & MOTOR TECHNOLOGY, LLC, an Ohio limited liability company ("Assignee"), under the following circumstances:

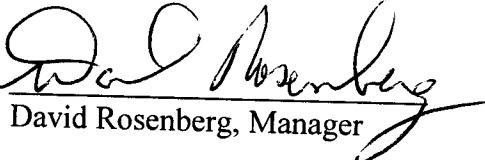
- A. Debtor was indebted to National City Bank pursuant to a promissory note in the original principal amount of \$500,000 dated March 29, 2006, originally payable to National City Bank (the "NCB Note").
- B. The NCB Note was payable in full on April 30, 2007.
- C. Debtor failed to pay the NCB Note on its maturity date.
- D. Effective May 8, 2007, Creditor, who had personally guaranteed the NCB Note, purchased the NCB Note from National City Bank.
- E. The NCB Note is currently in default.
- F. Debtor is also indebted to Creditor pursuant to a promissory note dated December 8, 2005 in the aggregate face principal amount of \$280,000 (the "Secured Note"), which Secured Note is secured by the intellectual property of the Debtor, which constitute the principal assets of the Debtor.
- G. Debtor does not have sufficient funds to pay the amounts due under the NCB Note.
- H. The value of Debtor's assets is less than the outstanding amounts due under the NCB Note and the Secured Note.
- I. To avoid undue expense, Debtor has agreed to surrender all of its assets to Creditor ("Debtor's Assets"), which Creditor has agreed to accept in full satisfaction of all amounts due under the NCB Note and the Secured Note.
- J. Creditor desires that title to Debtor's Assets be transferred to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Effective as of the date hereof, Debtor hereby bargains, grants, sells, conveys, assigns, transfers and delivers to Assignee, and its successors and assigns all of Debtor's Assets, including, without limitation, the assets set forth on Schedule 1 attached hereto.
2. Debtor assigns to Assignee all of its right, title and interest in and to the Agreements set forth on Schedule 2 attached hereto (the "Agreements"). Assignee hereby accepts assignment of the Agreements and agrees to perform Debtor's obligations thereunder.
3. Debtor shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request, such further documents and instruments (including, without limitation, assignments of patents, assignments of patent applications and assignments of membership interests), and shall do and perform such further acts as may be reasonably necessary to give full effect to the intent of this document.

4. This General Assignment and Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

TECHNOLOGY TRANSFER PARTNERS, LLC

By: 
David Rosenberg, Manager

Marvin Rosenberg

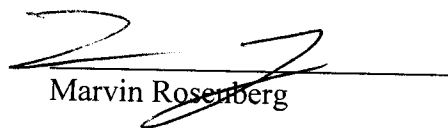
HOOD & MOTOR TECHNOLOGY, LLC

By: _____
Marvin Rosenberg, Manager

4. This General Assignment and Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

TECHNOLOGY TRANSFER PARTNERS, LLC

By: _____
David Rosenberg, Manager


Marvin Rosenberg

HOOD & MOTOR TECHNOLOGY, LLC

By: _____
Marvin Rosenberg, Manager

SCHEDULE 1

1. All patents, patents pending and any other intellectual property or other rights in:
 - (i) The technology related to water purification systems and methods and water and exhaust treatment systems and methods, including, without limitation, U.S. Provisional Patent Application Serial No. 60/717,394 filed September 15, 2005 entitled "Water Purification System and Method" and U.S. Provisional Patent Application filed December 8, 2005 entitled "Water and Exhaust Treatment System and Method";
 - (ii) The technology related to any expansion motor that converts energy input from a source of pressurized gas into or on reciprocating pistons, and to various embodiments of such a motor and various methods of operating and using such a motor, including, without limitation, U.S. Patent Application Serial No. 11/200,853, filed August 10, 2005 entitled "Expansion Motor";
 - (iii) Any United States or foreign patent applications claiming priority from the technology identified in (i) and (ii) above, and any continuation or divisional patents filed thereon, and any patents issued thereon, and any re-examinations, divisions, renewals, substitutions, extensions, revisions and reissues thereof, any improvement refinement, enhancement or other modification of such rights and/or technology; and
 - (iv) Any other intellectual property developed or acquired by Debtor prior to the date hereof.
2. 85% Percentage Interest in Waste Disposal Systems, LLC
3. All of Debtor's membership interest in Zeleni, LLC
4. Promissory Note from Waste Disposal Systems, LLC dated December 8, 2005 in the original principal amount of \$180,000.

SCHEDULE 2

Technology License Agreement with Waste Disposal Systems, LLC dated December 7, 2005.

Patent License Agreement dated March 5, 2005 with Zeleni, LLC as amended and as assigned to Debtor pursuant to an Assignment and Assumption Agreement dated March 30, 2005.

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RECORDED: 07/16/2007

**PATENT
REEL: 019561 FRAME: 0546**