

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Powergenix Systems, Inc.	09/04/2007

RECEIVING PARTY DATA

Name:	Powergenix Systems, Inc.
Street Address:	10109 Carroll Canyon Road
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92131

PROPERTY NUMBERS Total: 26

Property Type	Number
Application Number:	11820813
Application Number:	10921062
Application Number:	10429725
Application Number:	10429692
Application Number:	10980124
Application Number:	10429693
Application Number:	10429711
Application Number:	10899593
Application Number:	10429712
Application Number:	10098193
Application Number:	10098194
Application Number:	11598153
Application Number:	10098195
Application Number:	10471485
Application Number:	08188444

PATENT

500368963

REEL: 019919 FRAME: 0391

CH \$1040.00 11820813

Application Number:	07950066
Application Number:	08027386
Application Number:	08228393
Application Number:	08228341
Application Number:	08074361
Application Number:	08074358
Application Number:	08252644
Application Number:	08074363
Application Number:	08228874
Application Number:	07897296
Application Number:	60936587

CORRESPONDENCE DATA

Fax Number: (510)663-0920

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 5106631100

Email: djones@beyerlaw.com

Correspondent Name: Cindy H. Shu

Address Line 1: 500 12th Street, Suite 200

Address Line 4: Oakland, CALIFORNIA 94607

ATTORNEY DOCKET NUMBER:

PWRGG000

NAME OF SUBMITTER:

Cindy H. Shu

Total Attachments: 2

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT dated the 4 day of September, 2007

BETWEEN:

Powergenix Systems, Inc., a corporate duly continued under the Business Corporations Act (Yukon), having its registered and records office in the City of Whitehorse, in the Yukon Territory; (herein called the "Assignor")

AND:

Powergenix Systems, Inc., a corporate duly incorporated in the State of Delaware, having its registered and records office in the City of San Diego, in the State of California (USA Co.); (herein called the "Assignee")

WHEREAS:

A. The Assignee is the beneficial owner of all the issued and outstanding shares in the capital of the Assignor as follows:

<u>Shareholder</u>	<u>No. & Class of Shares</u>
Powergenix Systems, Inc.	1 Common share

B. In order to complete the dissolution of the Assignor and the distribution of the property and assets thereof, it is expedient that the Assignor assign, transfer and convey absolutely to the Assignee all the right, title and interest of the Assignor in and to the property and assets, including intangible assets and the patents as noted in the attached Exhibit "A" of the Assignor.

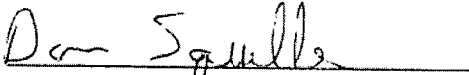
NOW THEREFORE THIS ASSIGNMENT AGREEMENT WITNESSETH that in consideration of one dollar (\$1.00) each, now paid by the Assignee to the Assignor and other good and valuable consideration (the receipt of which is hereby acknowledged by the Assignor), the parties hereby agree as follows:

1. The Assignor hereby grants, assigns, transfers, conveys and sets over to the Assignee, all the right, title and interest of the Assignor in and to all real and personal property of the Assignor, and all debts, accounts, choses-in-action, claims, demands and moneys now due or owing or accruing due or which may hereafter become due or owing to the Assignor including, without limiting the foregoing, moneys which may become payable under any policy of insurance in respect of any loss by fire or other cause which has or may be incurred by the Assignor together with all contracts, securities, bills, notes, lien notes, judgments, chattel mortgages, mortgages and all other rights, benefits and privileges now or hereafter taken, vested in or held by the Assignor in respect of or as security for such debts, accounts, choses-in-action, claims, demands and moneys hereby assigned, transferred and conveyed or intended to be hereby assigned, transferred or conveyed or any part thereof and the full benefit and advantage thereof and all rights of action, claims or demands which the Assignor now has or may at any time hereafter have against any person, firm or corporation.

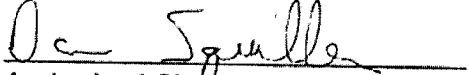
2. The Assignee hereby agrees to assume, pay, discharge and perform all obligations, debts, liabilities, whether contingent, secured or unsecured and howsoever and whenever arising, of the Assignor including any liability of the Assignor for damages, taxes, penalties or judgments howsoever and whenever arising.

3. Each of the parties hereby agrees to execute and deliver all such further documents and perform such other acts as may be necessary or desirable to give effect to the terms of this agreement.

IN WITNESS WHEREOF the parties have hereunto executed this agreement as of the day and year first above written.

The Common Seal of)
Powergenix Systems, Inc.)
was hereunto affixed in the)
presence of:)
)
Authorized Signatory)

(C/S)

The Common Seal of)
Powergenix Systems, Inc. (USA Co.))
was hereunto affixed in the)
presence of:)
)
Authorized Signatory)

(C/S)