

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Transfer Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Ronald Derby	03/23/2006
William P. Dampier	03/17/2006
Stanley H. Zelinger	03/28/2006
Samuel P. Lazzara	03/17/2006
Ted K. Kobayashi	03/23/2006
RECEIVING PARTY DATA	
Name:	Cenicom Solar Energy LLC
Street Address:	379 Bebbington Road
City:	Ashford
State/Country:	CONNECTICUT
Postal Code:	06278
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11682407
CORRESPONDENCE DATA	
Fax Number:	(617)720-9601
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-720-9600
Email:	gcohan@bannerwitcoff.com
Correspondent Name:	Gregory J. Cohan c/o Banner & Witcoff
Address Line 1:	28 State Street, 28th Floor
Address Line 4:	Boston, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	007223.00002
NAME OF SUBMITTER:	Gregory J. Cohan

CH \$40.00 11682407

Total Attachments: 15

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ASSIGNMENT AND TRANSFER AGREEMENT

THIS AGREEMENT is entered into as of March 28, 2006 ("the Effective Date") by and between:

CENICOM SOLAR ENERGY LLC ("ASSIGNEE"), a corporation of the state of Connecticut, having a place of business at 379 Bebbington Road, Ashford, Connecticut 06278 ("CENICOM") and

RONALD DERBY, ("ASSIGNOR");

WILLIAM P. DAMPIER, ("ASSIGNOR");

STANLEY H. ZELINGER, ("ASSIGNOR");

SAMUEL P. LAZZARA, ("ASSIGNOR"); and

TED K. KOBAYASHI, ("ASSIGNOR"), collectively ("ASSIGNORS")

for the purposes of setting forth their agreement as to certain intellectual property and technical know-how to be assigned and physical objects to be transferred by ASSIGNORS to CENICOM with respect to a solar powered energy system.

Preliminary Recitals

ASSIGNORS possess intellectual property including inventions and technical know-how, and physical objects including computer programs, engineering designs, and specifications relating to solar powered energy systems and may develop additional intellectual property and physical objects relating to same.

CENICOM desires to obtain, and ASSIGNORS are willing to assign and transfer to CENICOM, the intellectual property and physical objects relating to solar powered energy systems currently in ASSIGNORS' possession or to be developed by ASSIGNORS during the term of this AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing premises and the following mutual covenants, CENICOM and ASSIGNORS agree as follows.

1. Definitions

The following words and terms when used in this Agreement shall have the following meanings:

1.1 "Agreement" shall mean this Agreement.

1.2 "Effective Date" means the date of signature of this Agreement by ASSIGNORS or CENICOM, whichever signs second. (Such date should be written into the first paragraph on the preceding page for convenient reference.)

1.3 **“Termination Date”** is defined in Article 5 - Term and Termination.

1.4 **“Intellectual Property”** shall mean all intellectual property and technical know-how, including, without limitation, all rights in ideas, inventions, works of authorship, trade secrets, pending patent applications, patents, trademarks, copyrights, know-how, drawings, specifications, documentation, tooling, methods, data, discoveries, improvements, processes, designs, ideas, software, works of authorship, and any other forms of intellectual property or other proprietary information (whether or not patentable, copyrightable, or the subject of any other type of intellectual property protection) that ASSIGNORS own, control or otherwise have the right to use.

1.5 **“Solar Energy System Technology”** shall mean technology developed or to be developed by ASSIGNORS relating to a self-contained solar energy system using clusters of large point-focus parabolic dishes with high precision figured mirrors, and includes the storage of heat in a solid inert long-lived storage medium and the generation of electrical power using steam turbine driven generators.

1.6 **“Future Developments”** shall mean any intellectual property, technical know-how, including, without limitation, all rights in ideas, inventions, works of authorship, trade secrets, pending patent applications, patents, trademarks, copyrights, know-how, drawings, specifications, documentation, tooling, methods, data, discoveries, improvements, processes, designs, ideas, software, works of authorship, and any other forms of intellectual property or other proprietary information (whether or not patentable, copyrightable, or the subject of any other type of intellectual property protection) developed by ASSIGNORS during the term of this Agreement and relating to the Solar Energy System Technology.

1.7 **“Confidential Information”** shall mean all proprietary and nonpublic Intellectual Property and Physical Objects relating to the Solar Energy System Technology assigned and/or transferred to CENICOM by ASSIGNORS during the term of this Agreement but excluding any such items that an ASSIGNOR can prove, through written or electronic records or other physical evidence: (i) was generally known to the public at the time of disclosure to CENICOM; (ii) became generally known to the public through no fault of the ASSIGNOR; or (iii) was obtained by the ASSIGNOR in question from a third party not under an obligation of confidentiality to CENICOM.

1.8 **“Affiliate”** shall mean any corporation, partnership, trust or other business entity that directly or indirectly controls, is controlled by, or is under common control with a party.

1.9 **“Parties”** shall mean CENICOM and ASSIGNORS unless the context clearly establishes another meaning. A “third party” is any person, company or other entity that is not CENICOM or ASSIGNORS. The singular and plural forms of a defined term shall have the correlative singular and plural meanings, respectively

1.10 **“Physical Objects”** shall mean any physical materials including, without limitation, written or printed documents, electronic media, prototypes, samples or other tangible

objects, engineering drawings, specifications, data, computer programs, and email communications.

2. **Confidentiality**

2.1 **Confidential Information.** ASSIGNORS hereby agree to keep confidential all Confidential Information during the term of this agreement. Assignors shall take reasonable precautions to safeguard the Confidential Information and at a minimum shall take the same precautions as it would to safeguard the confidentiality of its own Confidential Information. ASSIGNORS may disclose Confidential Information to the extent required by law, but it must give prompt written notice to CENICOM prior to doing so to allow CENICOM to object to such disclosure or to take other measures to protect the Confidential Information.

3. **Assignment of Intellectual Property**

3.1 WHEREAS CENICOM is desirous of confirming that it has already been assigned, or, if not already assigned, is desirous of acquiring the entire worldwide legal and beneficial right, title and interest in and to the Intellectual Property and Physical Objects relating to the aforesaid Solar Energy System Technology and any Future Developments, and in and to any patent applications, and in and to any Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof anywhere in the world which may be granted for said Solar Energy System Technology, including the right to claim priority of any respective United States Patent applications;

3.2 **Assignment.** NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS by these presents do confirm that they did (under the law of the jurisdiction(s) where any inventions relating to Solar Energy System Technology were conceived, reduced to practice and made, including such a sale, assignment or transfer) sell, assign and transfer or, if not already done so, do sell, or will, in the event of any Future Developments, assign and transfer unto CENICOM, its successors, legal representatives and assigns, the full, exclusive and worldwide right in and to the Intellectual Property relating to the Solar Energy System Technology as described herein, in and to any patent application and in and to any Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof anywhere in the world which may be granted for the Solar Energy System Technology and in and to any and all divisions, reissues, continuations, extensions and renewals thereof, including the right to claim priority of any respective United States Patent application.

3.3 **Intellectual Property.** ASSIGNORS hereby agree that CENICOM may apply for and receive Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, Trademarks, Unregistered Design Rights, and legal equivalents thereof anywhere in the world for the Solar Energy System Technology and/or Future Developments in its own name, and further authorize and request the Commissioner of Patents and Trademarks or any other proper officer or agency of any country to record this assignment and issue all said Patents, Design Registrations, Industrial Models, Industrial Designs,

Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof to said Assignee;

3.4 **Future Obligations.** ASSIGNORS hereby agree to communicate to CENICOM or its representatives any facts known to them regarding the Solar Energy System Technology and Future Developments, to execute all divisional, continuation, renewal, reissue and foreign applications, sign all lawful documents including separate assignments regarding patent applications directed to the Solar Energy System Technology, and make all rightful oaths and declarations relating to the Solar Energy System Technology, sign all lawful documents that CENICOM shall consider desirable for aiding in securing and maintaining proper protection for the Solar Energy System Technology and to testify in any judicial or administrative proceeding and generally do everything possible to aid CENICOM or any representative of CENICOM to obtain and enforce ANY Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof worldwide when requested so to do by CENICOM or any representative of CENICOM.

3.5 **Transfer of Physical Objects.** ASSIGNORS hereby agree to provide to CENICOM all Physical Objects in their possession relating to the Solar Energy System Technology within thirty (30) days of the Execution Date of this Agreement. ASSIGNORS also agree to provide to CENICOM all Physical Objects relating to Future Developments within thirty (30) days of their creation during the term of this Agreement.

4. Warranties and Representations

4.1 ASSIGNORS warrant and represent that they have the right and authority to enter into this Agreement and to perform all of its obligations hereunder. Without limiting the generality of the preceding sentence, ASSIGNORS further and specifically warrant and represent that they have no other agreements with or obligations to third parties, or any other legally binding commitments, restrictions, obligations or encumbrances which may diminish or limit in any manner the rights granted and to be granted to CENICOM hereunder.

5. Term and Termination

5.1 Unless earlier terminated pursuant to a provision of this Article 5, the Termination Date of this Agreement shall be the tenth anniversary of the Effective Date.

5.2 In the event of material breach of this Agreement by CENICOM or ASSIGNORS (the "party in default"), the other party (the "party giving notice") may give notice in writing to the party in default specifying the breach with particularity and indicating an intent to terminate this Agreement on a date (the "Termination Date") not less than sixty (60) days from the date of such notice. If the default is not remedied prior to the Termination Date, to the satisfaction of the party giving notice, this Agreement shall be deemed terminated on the Termination Date. Rights under this paragraph are in addition to and not in substitution for any other remedies that may be available to the party giving notice against the party in default, and any early termination hereunder shall not (i) relieve either party of any obligation accrued under this Agreement prior to the Termination Date, nor (ii) relieve the party in default from liability in damages to the other

party for breach of this Agreement. Waiver by any party of any default shall not deprive such party of its rights under this paragraph to terminate for any subsequent default.

5.3 In the event of a Termination Date occurring at any time earlier than the Termination Date specified in paragraph 5.1 of this Article 5, ASSIGNORS obligation to assign Future Developments and transfer Physical Objects relating to the Solar Energy System Technology to CENICOM pursuant to this Agreement shall be deemed fulfilled as of such Termination Date, and ASSIGNORS will be under no obligation to assign Future Developments or transfer Physical Objects relating to the Solar Energy System Technology to CENICOM beyond such Termination Date.

6. **Dispute Resolution**

6.1 **Amicable Resolution** If either party (“the defaulting party”), in the opinion of the other party (“the complaining party”), is in default of any material obligation under this Agreement, then the complaining party shall promptly provide written notice (“Written Notice”) of same to the defaulting party. If, in the opinion of the defaulting party, it is not in default as asserted in the Written Notice, it may provide written response (“Written Response”) of such position to the complaining party. Promptly following such Written Notice and any Written Response, the parties shall meet and negotiate diligently and in good faith for an amicable resolution of the dispute.

6.2 **Arbitration** If either:

- (a) within ninety (90) days of commencing such negotiations, the parties have not reached amicable resolution, or
- (b) within sixty (60) days after dispatch of a Written Notice hereunder, the defaulting party shall have failed to provide any Written Response, and shall also have failed to substantially cure such asserted default or to provide written assurance that it will indemnify the complaining party against any actual damages incurred by the complaining party as a direct and proximate cause of such default,

then such controversy shall be settled by arbitration of damages administered by the American Arbitration Association under its then existing commercial arbitration rules, and judgment on any damages award rendered by the arbitrator(s) may be entered in any court in Connecticut.

6.3 **Choice of Law.** This Agreement is entered into in and shall be governed by the laws of the State of Connecticut, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

7. **Miscellaneous**

7.1 **Assignment.** Except as otherwise set forth herein, this Agreement and the rights and obligations of the parties hereunder cannot be assigned, subcontracted, sublicensed, encumbered or otherwise transferred, in whole or in part, by either party without the written consent of the other except in the case of such a transfer to an Affiliate of a party or such a transfer by a party in connection with the transfer of the portion of its business relating to the Project. This Agreement shall be binding upon and shall inure to the benefit of all permitted successors and assigns of the parties hereto.

7.2 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, with respect to such subject matter. This Agreement may not be amended except by a writing signed by both parties.

7.3 **Multiple Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

7.4 **Severability.** The complete or partial invalidity or unenforceability of any provision in this Agreement for any purpose shall in no way affect the validity or enforceability of such provision for any other purpose or the remaining provisions. Any such invalid or unenforceable provision shall be severed from this Agreement. If any provision of the Agreement should be or become ineffective, the remaining provisions of the Agreement shall not be affected thereby. To the extent reasonable, the parties shall in good faith attempt to replace the ineffective provision by an acceptable provision unless this leads to a major change of the contents of the Agreement.

Executed by ASSIGNORS and authorized representative of CENICOM as of the Effective Date.

Ronald Derby
RONALD DERBY, ASSIGNOR
Date: 25 March 2006

CENICOM SOLAR ENERGY, LLC

William P. Dampier
WILLIAM P. DAMPIER, ASSIGNOR
Date: _____

By: Ronald Derby
Its: PRESIDENT
Date: 25 March 2006

Stanley H. Zelinger
STANLEY H. ZELINGER, ASSIGNOR
Date: _____

Subscribed and Sworn to before me, a Notary Public, in and for County of Madison and State of Connecticut, this 25th day of March, 2006.
Stephen J. Kujawa
Notary Public
Date Commission Expires: 01/31/2007

Samuel P. Lazzara
SAMUEL P. LAZZARA, ASSIGNOR
Date: _____

Ted K. Kobayashi
TED K. KOBAYASHI, ASSIGNOR
Date: _____

Executed by ASSIGNORS and authorized representative of CENICOM as of the Effective Date.

CENICOM SOLAR ENERGY, LLC

RONALD DERBY, ASSIGNOR

Date: _____

William P. Dampier

WILLIAM P. DAMPIER, ASSIGNOR

Date: 3/17/06

By: _____

Its: _____

Date: _____

STANLEY H. ZELINGER, ASSIGNOR

Date: _____

SAMUEL P. LAZZARA, ASSIGNOR

Date: _____

TED K. KOBAYASHI, ASSIGNOR

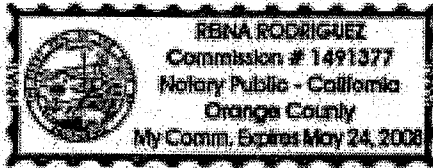
Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange } ss.

On March 17 2007 before me, Reina Rodriguez, Notary
personally appeared William P Dampier

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment + Transfer Agreement
Document Date: March 17, 2007 Number of Pages: _____

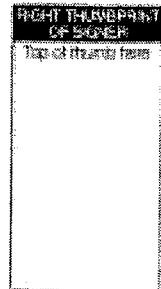
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



Executed by ASSIGNORS and authorized representative of CENICOM as of the Effective Date.

RONALD DERBY, ASSIGNOR

Date: _____

CENICOM SOLAR ENERGY, LLC

By: _____

Its: _____

Date: _____

WILLIAM F. DAMPIER, ASSIGNOR

Date: _____


STANLEY H. ZELINGER, ASSIGNOR

Date: 3/28/06

SAMUEL P. LAZZARA, ASSIGNOR

Date: _____

TED K. KOBAYASHI, ASSIGNOR

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

NO. 2507

State of CALIFORNIA

County of ORANGE

On 25TH MARCH 2006 before me, JOHN HARO NOTARY
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared STANLEY H. BELINGER
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)
 - LIMITED
 - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DESCRIPTION OF ATTACHED DOCUMENT
ASSIGNMENT & TRANSFER AGREEMENT

TITLE OR TYPE OF DOCUMENT

7
NUMBER OF PAGES

3-28-2006
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(S)
[Signature]

SIGNER(S) OTHER THAN NAMED ABOVE

Executed by ASSIGNORS and authorized representative of CENICOM as of the Effective Date.

RONALD DERBY, ASSIGNOR

Date: _____

CENICOM SOLAR ENERGY, LLC

WILLIAM P. DAMPIER, ASSIGNOR

Date: _____

By: _____

Its: _____

Date: _____

STANLEY H. ZELINGER, ASSIGNOR

Date: _____

Samuel P. Lazzara

SAMUEL P. LAZZARA, ASSIGNOR

Date: 17 March 2006

TED K. KOBAYASHI, ASSIGNOR

Date: _____

ALL PURPOSE ACKNOWLEDGMENT

State of California }
County of ORANGE } ss.

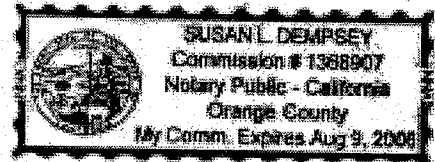
On MARCH 17, 2006 before me, SUSAN L. DEMPSEY, a Notary Public, personally appeared, SAMUEL P. LAZZARA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/s/he/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Seal

Signature Susan L. Dempsey

MY COMMISSION EXPIRES: AUG 9, 2008



◆◆◆ COMPLETING THE FOLLOWING INFORMATION IS NOT LEGALLY MANDATED ◆◆◆

The information set forth below is an effort to protect members of the public, the Notary Public, or other officer from unauthorized use of this form. Please note: the capacity(ies) of the signers are NOT certified by the Notary Public or other officer and have not and will not be verified in any way by the Notary Public or other officer.

ATTENTION: THE IDENTIFIABLE ATTRIBUTES OF THE ATTACHED DOCUMENT ARE AS LISTED BELOW

Type or Title of Document: _____

Date of Document: _____

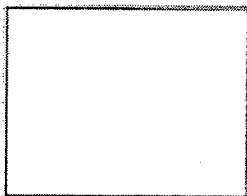
Number of pages (including attached exhibits) _____

Name(s) of Creditable Witness(es), if any: _____

The Signer(s) claimed the following capacity(ies)

Signatory's Name: _____

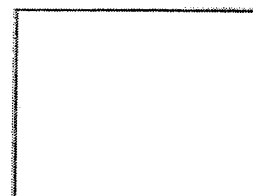
- Individual
- Corporate Officer: (Position) _____
- Partner: (Limited) (General) _____
- L.L.C.: (Position) _____
- Trustee
- Attorney in Fact
- Conservator
- Guardian
- Other: _____



THUMBPRINT: Identify below only if the print is OTHER THAN RIGHT thumbprint of the signer: _____

Signatory's Name: _____

- Individual
- Corporate Officer: (Position) _____
- Partner: (Limited) (General) _____
- L.L.C.: (Position) _____
- Trustee
- Attorney in Fact
- Conservator
- Guardian
- Other: _____



THUMBPRINT: Identify below only if the print is OTHER THAN RIGHT thumbprint of the signer: _____

PATENT
REEL: 021513 FRAME: 0490

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

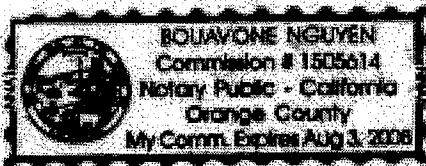
State of California

County of Orange

On 03/23/06 before me, Bouavone Nguyen, Notary Public
Date Name and Title of Officer

personally appeared ***Theodore Kobayashi***
Name of Signer

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read "Bouavone Nguyen", written over a solid horizontal line.

OPTIONAL

Description of Attached Document

Title or Type of Document: Assignment And Transfer Agreement

Document Date: March 23, 2006 #of Pages 7

Signer(s) Other Than Named Above:

Executed by ASSIGNORS and authorized representative of CENICOM as of the Effective Date.

CENICOM SOLAR ENERGY, LLC

RONALD DERBY, ASSIGNOR

Date: _____

By: _____

Its: _____

WILLIAM P. DAMPIER, ASSIGNOR

Date: _____

Date: _____

STANLEY H. ZELINGER, ASSIGNOR

Date: _____

SAMUEL P. LAZZARA, ASSIGNOR

Date: _____


TED K. KOBAYASHI, ASSIGNOR

Date: 3/23/2006

PATENT

RECORDED: 09/11/2008

REEL: 021513 FRAME: 0492