

Form PTO-1595 (Rev. 09-08)
OMB No. 0651-0027 (exp. 10/31/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Gary Flint
Samantha Peterson
Russ Reiner, Trustee of the Ryan Peterson 2004 Trust

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 1, 2008

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: CLEAN HEAT, LLC

Internal Address: _____

Street Address: 2851 Park Marina Drive, Suite 200

City: Redding

State: CA

Country: USA Zip: 96007

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/802,692
10/802,693
10/802,694

B. Patent No.(s)

6,251,147
6,655,943
6,716,259

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: John P. O'Banion

Internal Address: O'BANION & RITCHEY LLP

Street Address: 400 Capitol Mall, Suite 1550

City: Sacramento

State: CA Zip: 95814

Phone Number: 916-498-1010

Fax Number: 916-498-1074

Email Address: jpo@intellectual.com

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 440

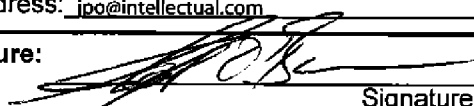
- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 07-1137

Authorized User Name John P. O'Banion

9. Signature:



Signature

10/24/08

Date

JOHN P. O'BANION

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$440.00 071137 10802692

Additional information for BOX 4

- A. Patent Application No.
 - 10/803,461
 - 11/009,700
 - 11/009,956
 - PCT/US99/23007
- B. Patent Nos.
 - 6,716,260

AMENDMENT NO. 1 TO OPERATING AGREEMENT OF CLEAN HEAT, LLC

This Amendment No. 1 (this "Amendment") to the Operating Agreement of Clean Heat, LLC, dated as of November 29, 2006 (the "Operating Agreement"), is entered into as of July 1, 2008 by and among Russell Reiner, Gary Flint, Samantha Peterson and Ryan Peterson – 2004 Trust (the "Members"), the sole members of Clean Heat, LLC, a Delaware limited liability company (the "Company"). Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Operating Agreement.

1. Gary Flint and Gregory J. Peterson are the owners of each of the following patents and patent applications (the "Patents"):

- U.S. Patents Nos.
 - 6,251,147
 - 6,655,943
 - 6,716,259
 - 6,716,260
- U.S. Pending Patent Application Nos.
 - 10/802,692
 - 10/802,693
 - 10/802,694
 - 10/803,461
 - 11/009,700
 - 11/009,956
- PCT International Patent Application No. PCT/US99/23007, which is filed and pending in the following countries:
 - Canada Application No. 2,386,531
 - Mexico Application No. PA/a/2002/003291

2. On April 7, 2008 in the matter of the Estate of Gregory J. Peterson, the Judgment of Final Distribution, in the form attached hereto as Exhibit A, ordered that, among other property, Gregory J. Peterson's interest in the Patents should be distributed as follows:

- a. Samantha Peterson – 50%
- b. Ryan Peterson 2004 Trust – 50%

3. The Operating Agreement is hereby amended to include each of the Patents listed in Section 2 above in the definition of "Transferred Patents" as used in the Operating Agreement.

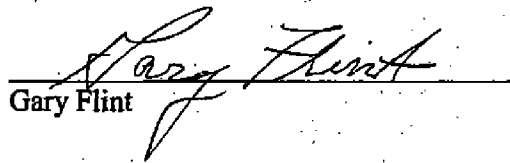
4. Each of Gary Flint, Samantha Peterson and the Ryan Peterson 2004 Trust hereby acknowledge and agree that, pursuant to the Operating Agreement as amended hereby, each of such Members transferred all of their right, title and interest in and to the Patents to the Company as their initial contribution of capital to the Company.

5. The Members hereby agree that the reference to "Section 5.2" in Section 12.7 of the Operating Agreement is hereby changed to "Section 5.1".

6. All other sections of the Operating Agreement shall remain in full legal force and effect.

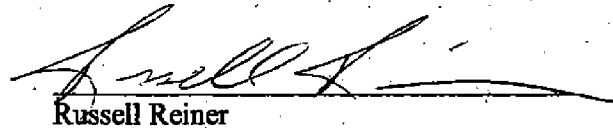
7. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

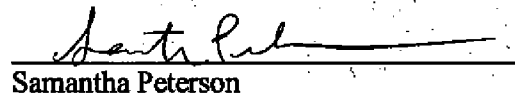
8. This Amendment shall be the subject to, governed by and interpreted in accordance with the laws of the State of California, without giving effect to choice of law principles thereof.


Gary Flint

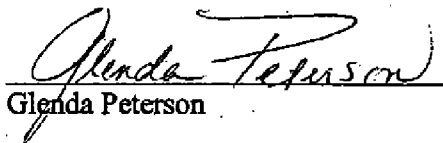
Ryan Peterson 2004 Trust


By Russell, Reiner, trustee


Russell Reiner


Samantha Peterson

Acknowledged and Agreed


Glenda Peterson