

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Bankruptcy Order Approving Sale
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CONVEYING PARTY DATA

Name	Execution Date
C.P. Baker Securities, Inc.	11/07/2008

RECEIVING PARTY DATA

Name:	ENECO, INC.
Street Address:	391 B Chipeta Way
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84108

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5632870
Patent Number:	5644184
Patent Number:	5653800
Patent Number:	5792256
Patent Number:	6396191
Patent Number:	6489704
Patent Number:	6779347
Patent Number:	6906449
Patent Number:	6946596

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ATTORNEY DOCKET NUMBER: 55655.0001

NAME OF SUBMITTER: David W. Schnell

Total Attachments: 6
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The below described is SIGNED.

Dated: November 07, 2008

Glen E Clark
GLEN E. CLARK
U.S. Bankruptcy Judge



Order prepared and submitted by:

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**IN THE UNITED STATES BANKRUPTCY COURT FOR THE
DISTRICT OF UTAH, CENTRAL DIVISION**

In re:

ENECO, INC.,

Debtor.

Bankruptcy No. 08-20319 GEC
Chapter 11

**ORDER PURSUANT TO FEDERAL RULES OF BANKRUPTCY PROCEDURE 6004
AND 11 U.S.C. § 363(b), (f), (k) & (m) AUTHORIZING AND APPROVING SALE OF
ASSETS**

This matter came before the Court on November 6, 2008, upon consideration of the Trustee's *Motion Pursuant to Federal Rule of Bankruptcy Procedure 9019 for an Order Authorizing and Approving the Settlement Agreement and Sale of Assets*, dated September 18, 2008 (the "Motion"),¹ pursuant to which the Trustee sought approval of a certain Settlement Agreement and Sale of Assets, dated September 11, 2008, as amended on October 9, 2008 (collectively, the "Agreement"). The Court has entered its separate Findings of Fact and Conclusions of Law concerning the Motion pursuant to Fed. R. Bankr. P. 9021. Based on these Findings of Fact and Conclusions of Law, **GOOD CAUSE EXISTS FOR ENTRY OF THE FOLLOWING ORDER. IT IS THEREFORE ORDERED, ADJUED AND DECREED:**

1. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).
2. The notice of the Sale, the Motion and the Sale Hearing are approved as being fair, reasonable and adequate under the circumstances of the Bankruptcy Case, and any additional notice as may otherwise be required under the state and federal law is hereby deemed satisfied.
3. The Sale is approved, and the Sale of the Assets to the Purchaser is hereby authorized as set forth in this Order.
4. All objections to the Sale, if any, that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled on the merits.
5. The Purchaser has complied with the Approval Order and is the successful bidder for the Assets on the terms and conditions set forth in the Approval Order and Motion.
6. Pursuant to Bankruptcy Code § 363(b) and (f), the Trustee is authorized and directed to consummate the Sale, pursuant to and in accordance with the terms and conditions of the Motion, the Agreement, the Approval Order and this Order.

¹ Capitalized terms not defined herein shall have the meaning given to them in the Motion, the Agreement, and the Findings of Fact and Conclusions of Law in connection with Trustee's Motion to Authorize the Sale of the Debtor's Assets Free and Clear of Liens, Claims, Encumbrances, and Interests.

7. Without need for any additional Bankruptcy Court order, the Trustee and his employees and agents are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement the Sale, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale, including execution and delivery of a bill of sale, and to take all further actions as may be reasonably requested by the Purchaser, or otherwise required under this Order, the Motion, the Agreement or the Approval Order.

8. The consideration provided by the Purchaser for the Assets constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and other applicable law.

9. Pursuant to Bankruptcy Code §§ 105(a), 363(b) and 363(f), the transfer of Assets to the Purchaser shall vest the Purchaser with all rights, title, and interest in and to the Assets effective as of the time of the transfers under this Order, and shall be free and clear of all liens, claims, rights, interest, and encumbrances, which have, or could have, been asserted by the Debtor or any of its creditors in connection with the Debtor's Bankruptcy Case.

10. This Order shall be this court's determination that, with respect to the Assets, all liens, claims, rights, interests and encumbrances in and to the Assets being conveyed have been unconditionally released, discharged, and terminated from the Assets, except the ownership and purchase rights of the Purchaser.

11. The Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to the Assets other than as expressly set forth in this Order or in the Agreement, and in no event shall the Purchaser have any other liability or responsibility, including any unrecorded liabilities of the Debtor.

12. Upon entry of this Order, the Debtor shall have no debt, obligation, liability or responsibility to the Purchaser, other than as set forth in the Motion, the Agreement, the Approval Order and this Order.

13. Upon entry of this Order, each of the Debtor's creditors and any others claiming an interest in the Assets, including, without limitation, C.P. Baker Securities, Inc. with respect to

that certain Patent Assignment, recorded on 07/14/2003, as reel 014250, frame 0725, in the United States Patent and Trademark Office, is directed to forthwith execute such documents and take all other actions as may be necessary to release its interest in the Assets, if any, as such interests may have been recorded or may otherwise exist, or to transfer such interest to the Purchaser, without any demand or right to additional consideration for the same.

14. Regardless of whether the Debtor's creditors execute the release or the transfer set forth in the preceding paragraph, this Order (a) shall be effective as a determination of all liens, claims, security interests, rights, interests and encumbrances of any kind or nature whatsoever existing with respect to the Debtor and the Assets, with the same being unconditionally released, discharged and terminated, and (b) the conveyances described herein being binding upon and govern all parties and creditors.

15. All entities that presently are in possession of some or all the Assets hereby are directed to forthwith surrender possession of the same to the Purchaser upon entry of this Order.

16. This Bankruptcy Court retains jurisdiction so long as the Debtor's Bankruptcy Case is pending to (i) enforce and implement the terms and provisions of the Sale and this Order (including the breach of the Sale), all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects and (ii) determine as a core proceeding (by motion and without necessity for an adversary proceeding if the Court deems appropriate) any proceeding, dispute, or controversy arising out of or related to this Order and the Sale.

17. The transaction contemplated by the Sale is undertaken by the Purchaser in good faith, as that term is used in Bankruptcy Code § 363(m). Accordingly, the reversal or modification of the authorization provided herein to consummate the transaction(s) contemplated herein shall not affect the validity of the sale of the Assets to the Purchaser, unless such authorization is duly stayed. The Purchaser is a purchaser in good faith of the Assets, and is entitled to all of the protections afforded by Bankruptcy Code § 363(m).

18. If this Bankruptcy Case is converted to Chapter 11, nothing contained in any such Chapter 11 case, or in any Chapter 11 plan confirmed in this Bankruptcy Case (or any order of this Bankruptcy Court confirming such plan), shall conflict with or derogate from the provisions of this Order, provided that the retention of jurisdiction under this Order following confirmation of such plan shall not be broader than jurisdiction permitted to be retained under an order of confirmation.

19. The terms and conditions of this Order shall be binding in all respects and shall inure to the benefit of the Trustee, the Debtor, its bankruptcy estate, its creditors and interest holders, successors, and assigns and the Purchaser, and its respective affiliates, successors and assigns notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

20. The Purchaser is acquiring the Assets for the benefit of the Collateral Agent, Ciralus, Shannon and the other entities who have contributed to the purchase price, pro rata to the amounts of their respective contributions, and, upon any subsequent transfer of the Assets to a new company or entity, the Purchaser shall undertake to ensure that all such parties who have contributed to the acquisition of the Assets, including, but not limited to, the Collateral Agent, receive appropriate consideration in such new entity, pro rata to the amounts of their respective contributions.

21. The transactions and instruments contemplated in the Agreement shall be specifically performable and enforceable against and binding upon, and not subject to rejection or avoidance by, the Debtor, and its respective affiliates, successors, and assigns, or any chapter 7 or chapter 11 trustee of the Debtor and its estate.

22. The failure specifically to include any particular provision in this Order shall not diminish or impair the effectiveness of any particular provision of this Order or of the Agreement, it being the intent of the Bankruptcy Court that the Sale be authorized and approved in its entirety.

23. Any related agreements, documents or other instruments may be modified, amended, or supplemented by the Trustee and the Purchaser, in a writing signed by both parties, and in accordance with the terms thereof, and with approval of the Bankruptcy Court if the same are deemed by the Purchaser to be material.

24. Nothing in this Order shall be deemed or construed to affect, impair or diminish any claims, defenses or causes of action between or among the past, present or future parties to that certain Intercreditor Agreement dated March 18, 2005, that arise out of, arise from or relate to such Intercreditor Agreement, and nothing in this Order shall be deemed or construed to confer jurisdiction upon this Court with respect to any such claims or defenses, *provided, however,* that any and all claims of such parties against the Debtor, the Debtor's estate or the Debtor's property shall be, and hereby are, forever waived and released, and this Court shall have continuing jurisdiction to determine and resolve any disputes regarding any such excluded claims that subsequently may be asserted against the Debtor, the Debtor's estate or the Debtor's property.

25. Notwithstanding the provisions of Bankruptcy Rule 6004(h), there is no stay pursuant to Bankruptcy Rule 6004(h), and this Order shall be effective and enforceable immediately upon entry.

End of Order
