**PATENT ASSIGNMENT**

Electronic Version v1.1  
Stylesheet Version v1.1

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**CONVEYING PARTY DATA**

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<tr>
<th>Name</th>
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<tr>
<td>Alan Ellis</td>
<td>05/28/2009</td>
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**RECEIVING PARTY DATA**

<table>
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<tr>
<th>Name:</th>
<th>3GI Technologies, LLC</th>
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<tbody>
<tr>
<td>Street Address:</td>
<td>c/o Crescendo Ventures</td>
</tr>
<tr>
<td>Internal Address:</td>
<td>480 Cowper St., Suite 300</td>
</tr>
<tr>
<td>City:</td>
<td>Palo Alto</td>
</tr>
<tr>
<td>State/Country:</td>
<td>CALIFORNIA</td>
</tr>
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<td>Postal Code:</td>
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**PROPERTY NUMBERS Total: 2**

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<td>Patent Number:</td>
<td>6784610</td>
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**CORRESPONDENCE DATA**

Fax Number: (612)339-4181  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 612-349-0820  
Email: ksspreng@rkmc.com  
Correspondent Name: Kevin S. Spreng  
Address Line 1: Robins, Kaplan, Miller & Ciresi L.L.P.  
Address Line 2: 800 LaSalle Avenue - 2800  
Address Line 4: Minneapolis, MINNESOTA 55402

**ATTORNEY DOCKET NUMBER:** 125333.0000

**NAME OF SUBMITTER:** Kevin S. Spreng

Total Attachments: 6  
source=3GI Ellis Contribution Agreement re Patent Assignments#page1.tif
3GI TECHNOLOGIES, LLC
CONTRIBUTION AGREEMENT

The undersigned, Alan Ellis, an individual resident of the state of California (the "Contributor"), hereby assigns and transfers to 3GI Technologies, LLC, a limited liability company organized under the laws of the State of Delaware (the "Company"), all right title and interest in the property listed on Exhibit A (the "Contributed Assets") which the Board of Directors has determined has a fair market value equal to One Hundred Forty Two Thousand Nine Hundred Twenty Four Dollars and 53/100th ($142,924.53) in exchange and representing payment in full for 1,226,820 Common Units (the "Units") at a per unit price of $0.1165. All capitalized words and phrases used by not defined in this agreement will have those definitions given in the Limited Liability Company Agreement of the Company (the "Limited Liability Company Agreement").

1. **Representations and Warranties.** The Contributor hereby represents and warrants and agrees as follows:

   a. In connection with the execution of this Contribution Agreement, the Contributor has had access to information about the business and financial condition of the Company and has had the opportunity to ask questions of, and receive answers from, the management of the Company as to the business and financial condition of the Company.

   b. The Contributor is acquiring the Units without a view to the distribution thereof, solely for the Contributor's own account and not for the account of any other person or persons and the Contributor will not sell or otherwise dispose of the Interest in a manner inconsistent with such representations.

   c. The Contributor understands that the Units are not being registered under the Securities Act of 1933 or any state securities laws.

   d. The Contributor understands that Contributor must bear the economic risk of the investment in the Units for an indefinite period of time because the Units have not been registered under the Securities Act of 1933 and cannot be sold unless subsequently registered or unless an exemption from such registration is available with respect to any such sale.

   e. Contributor has good and marketable right, title and interest in the Contributed Assets free and clear of all liens and encumbrances; the Contributed Assets
constitute all assets of or relating to development of a lighting or illumination source or agent held or owed by Contributor; and following the execution of this Contribution Agreement Contributor will have no residual or reversionary interest in the Contributed Assets.

2. **Conditions to Acceptance.** The Units will not be issued and Contributor will not be a Member of the Company until the Company has accepted this contribution agreement by its signature below.

3. **Joinder.** The Contributor wishes to become a Member of Company and understands that as a Member of the Company he and all Units held by him will be subject to the terms of the Limited Liability Company Agreement. The Contributor acknowledges that he has carefully read and understands the Limited Liability Company Agreement and by his signature below hereby, subject only to acceptance of this Contribution Agreement, joins the Limited Liability Agreement as a party and agrees to be bound by such agreement. The Limited Liability Company imposes certain restrictions on the transfer of the Units.

4. **Governing Law.** This agreement shall be governed by the laws of the State of Delaware.

5. **Attorneys' Fees.** The prevailing party in any legal action arising out of this agreement shall be entitled, in addition to any other rights and remedies such party may have, to reimbursement for its expenses, including costs and reasonable attorneys' fees.

6. **Additional Actions.** The parties will execute such further instruments and take such further action as may reasonably be necessary to carry out the intent of this agreement.

7. **Notices.** Any notices required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States Post Office, by regular or certified mail with postage and fees prepaid, addressed, if to Purchaser, at his address shown on the Company's records and, if to the Company, at the address of its principal corporate offices (attention: President) or at such other address as such party may designate by ten days' advance written notice to the other party.
8. **Assignment.** The Company may assign its rights and delegate its duties under this Agreement. If any such assignment or delegation requires consent of any governmental agency, the parties agree to cooperate in requesting such consent. This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon Purchaser, his heirs, executors, administrators, successors, and assigns.

9. **Employment at Will.** THE PARTIES ACKNOWLEDGE THAT CONTRIBUTOR'S PURCHASE OF THE UNITS FROM THE COMPANY IN NO WAY ENTITLES CONTRIBUTORS TO EMPLOYMENT BY THE COMPANY. UNLESS OTHERWISE AGREED IN WRITING, NOTHING IN THIS AGREEMENT SHALL AFFECT IN ANY MANNER WHATSOEVER THE RIGHT OR POWER OF THE CONTRIBUTOR OR THE COMPANY TO REFUSE TO ENTER INTO AN EMPLOYMENT RELATIONSHIP WITH THE OTHER OR IF AN EMPLOYMENT RELATIONSHIP IS CREATED, TO TERMINATE CONTRIBUTOR'S EMPLOYMENT FOR ANY REASON, WITH OR WITHOUT CAUSE. THIS AGREEMENT DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF EMPLOYMENT FOR ANY PERIOD.

The signature page follows.
IN WITNESS WHEREOF, the Contributor has executed this Contribution Agreement effective as of the ___ day of May, 2009.

Alan Ellis

Address:
65 Jummi Street
Livermore, Ca 94550
SSN#: 562-94-1984

The foregoing contribution is hereby accepted effective as of the date below.

3GI TECHNOLOGIES, LLC

By: Wayne Cantwell
Its: Chief Financial Officer
Date:

[Signature page to Contribution Agreement]
IN WITNESS WHEREOF, the Contributor has executed this Contribution Agreement effective as of the 28th day of May, 2009.

__________________________________________
Alan Ellis

Address:

__________________________________________
SSN#:

The foregoing contribution is hereby accepted effective as of the date below.

3GI TECHNOLOGIES, LLC

By: Wayne Cantwell
Its: Chief Financial Officer
Date:

[Signature page to Contribution Agreement]
EXHIBIT A

DESCRIPTION OF ASSIGNED ASSETS

All "Assets" as defined in Section 2 of that certain Asset Purchase Agreement between Alan Ellis, as buyer and Ripple Effect International, Inc, as seller, dated March 4, 2009, including without limitation the following United States Patents:

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<tr>
<td>6,921,311</td>
<td>Flexible display panel method</td>
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<tr>
<td>6,784,610</td>
<td>Display panel apparatus and method</td>
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