

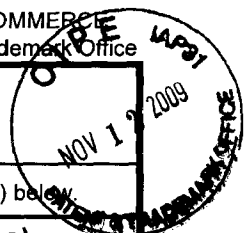
11-17-2009

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



103580775

ET



To the Director of the U.S. Patent and

**1. Name of conveying party(ies)**

MAPLE LEAF SCIENCES, LLC

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

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

Execution Date(s) October 16, 2009

- ☒ 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: SOLAR POWER TECHNOLOGIES, INC.

Internal Address: \_\_\_\_\_

Street Address: 52 Pascal Lane

City: Austin

State: Texas

Country: US

Zip: 78746

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)

12/314,050, Filed December 3, 2008

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Andrews Kurth LLP

Internal Address: Customer No. 38598

Intellectual Property Department

Street Address: 1350 I Street, N.W., Suite 1100

City: Washington

State: DC

Zip: 20005

Phone Number: 202 662 2700

Fax Number: 202 662 2739

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

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

**8. Payment Information**

Deposit Account Number: 78000038 502A49 12314050

Authorized User Name: Sean S. Wooden

**9. Signature:**

Signature

Date

Sean S. Wooden, Reg. No. 43,997

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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

# **MAPLE LEAF SCIENCES, LLC ASSIGNMENT**

This Assignment Agreement (the "Assignment") is entered into by and between **MAPLE LEAF SCIENCES, LLC** of 2018 Freeport Drive, Cary, NC 27519, a corporation organized under the laws of the state of Nevada, **SOLAR POWER TECHNOLOGIES, INC.**, of 52 Pascal Lane, Austin, TX 78746, a corporation operating under the laws of the state of Nevada, and **David Surette**, an individual residing at 2018 Freeport Drive, Cary, North Carolina 27519, and is effective as of the date signed by all parties below (the "Effective Date").

WHEREAS, **Maple Leaf Sciences, LLC** is the assignee of United States Patent Application No. **12/314,050**, filed on **December 3, 2008**, and entitled, "**SOLAR POWER ARRAY WITH MAXIMIZED PANEL POWER EXTRACTION**," (the "Patent Application");

WHEREAS, inventions are disclosed in the Patent Application; and

WHEREAS, **Maple Leaf Sciences, LLC** desires to assign all of its right, title and interest in and to the Patent Application, and to all inventions described therein, to **Solar Power Technologies, Inc.**, subject to the conditions herein, and **Solar Power Technologies, Inc.** is willing to accept an assignment of the Patent Application and all of the inventions described therein from **Maple Leaf Sciences, LLC**, subject to the conditions herein;

NOW THEREFORE, for good and valuable consideration, the receipt of which the parties do hereby acknowledge, and other consideration, the parties do hereby agree to the following:

**1. Assignment: Maple Leaf Sciences, LLC** does sell, assign, and transfer unto **Solar Power Technologies, Inc.** all of its right, title and interest in and to the following:

- a. The Patent Application;
- b. The entire right, title and interest throughout the world in and to all of the inventions disclosed in the Patent Application;
- c. All priority rights for other countries arising from the Patent Application;
- d. Any and all rights in and to any U.S. and Foreign Utility Patent Applications based on, converted from or otherwise claiming priority on the Patent Application;
- e. All substitutions, divisions, continuations, and continuations-in-part thereof; and in and to all Letters Patent, United States and foreign, that may be granted for inventions described in the Patent Application; and
- f. All extensions, renewals, and reissues to all Letters Patents, United States and foreign, that may be granted for inventions described in the Patent Application.

**2. Solar Power Technologies, Inc. Obligations:**

- a. **Solar Power Technologies, Inc.** does agree to fulfill all of its obligations to **David Surette** set forth in the Letter of Resignation between Solar Power Technologies, Inc. and **David Surette**, dated September 2, 2009, including the payment of all of the expenses properly incurred by **David Surette** as described in paragraph 3 of the Letter of Resignation, which are submitted by **David Surette** by December 31, 2009.
- b. **Solar Power Technologies, Inc.** does agree to pay in full the invoices submitted by Andrews Kurth, LLP to Solar Power Technologies, Inc. for the preparation of the Patent Application.
- c. **Capital-Table Structure:** If **Solar Power Technologies, Inc.** sells, assigns, or transfers the rights, title and interest assigned to it by **Maple Leaf Sciences, LLC** in section 1 above to a new entity, the new entity shall retain the same vested, pre-funding capital-table structure with regards to **David Surette** as set forth in the Capital-Table Structure sent to **David Surette** by Ray Burgess on September 29, 2009.

**3. Additional Cooperation:** **Maple Leaf Sciences, LLC** does hereby agree to execute such other documents, prepared and provided at **Solar Power Technologies, Inc.'s** expense, as are reasonably necessary to effectuate the assignment of rights, title and interest as set forth in section 1 above.

**4. Waiver of Claims: Solar Power Technologies, Inc., Maple Leaf Sciences, LLC and David Surette** do hereby agree to waive all claims against each other, past or present, that they have or may have as of the Effective Date.

**5. Specific Performance; Equitable Relief:** The parties hereby acknowledge and agree the parties will have no adequate remedy at law short of specific performance or fulfillment of the covenants contained herein. Accordingly, the parties acknowledge and agree that, in addition to any and all other remedies available, each party will have the right to have any such specific performance granted by equitable relief activity by the other party restrained by equitable relief, including, but not limited to, court orders for specific performance, a temporary restraining order, a preliminary injunction, a permanent injunction including, or such other alternative relief as may be appropriate, without the necessity of posting any bond.

Please sign below under the word "Agreed". When signed by both parties this will constitute an agreement between the parties.

**AGREED:**

**Maple Leaf Sciences LLC**

By: David Surette

David Surette

Title: General Manager

Date: 10/16/09

**Solar Power Technologies, Inc.**

By: Ray Burgess

Ray Burgess

Title: CEO

Date: \_\_\_\_\_

**David Surette**

By: David Surette

David Surette

Date: 10/16/09

**4. Waiver of Claims:** Solar Power Technologies, Inc., Maple Leaf Sciences, LLC and David Surette do hereby agree to waive all claims against each other, past or present, that they have or may have as of the Effective Date:

**5. Specific Performance; Equitable Relief:** The parties hereby acknowledge and agree the parties will have no adequate remedy at law short of specific performance or fulfillment of the covenants contained herein. Accordingly, the parties acknowledge and agree that, in addition to any and all other remedies available, each party will have the right to have any such specific performance granted by equitable relief activity by the other party restrained by equitable relief, including, but not limited to, court orders for specific performance, a temporary restraining order, a preliminary injunction, a permanent injunction including, or such other alternative relief as may be appropriate, without the necessity of posting any bond.

Please sign below under the word "Agreed". When signed by both parties this will constitute an agreement between the parties.

**AGREED:**

**Maple Leaf Sciences LLC**

By \_\_\_\_\_  
David Surette

Title General Manager

Date \_\_\_\_\_

**Solar Power Technologies, Inc.**

By \_\_\_\_\_  
Ray Burgess

Title CEO

Date \_\_\_\_\_

**David Surette**

By \_\_\_\_\_  
David Surette

Date \_\_\_\_\_