

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT										
EFFECTIVE DATE:	03/04/2010										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Barlow Projects, Inc.</td> <td>03/04/2010</td> </tr> <tr> <td>Pierce Energy Corporation</td> <td>03/04/2010</td> </tr> </tbody> </table>		Name	Execution Date	Barlow Projects, Inc.	03/04/2010	Pierce Energy Corporation	03/04/2010				
Name	Execution Date										
Barlow Projects, Inc.	03/04/2010										
Pierce Energy Corporation	03/04/2010										
RECEIVING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>First National Bank</td> </tr> <tr> <td>Street Address:</td> <td>205 W. Oak Street</td> </tr> <tr> <td>City:</td> <td>Fort Collins</td> </tr> <tr> <td>State/Country:</td> <td>COLORADO</td> </tr> <tr> <td>Postal Code:</td> <td>80521</td> </tr> </table>		Name:	First National Bank	Street Address:	205 W. Oak Street	City:	Fort Collins	State/Country:	COLORADO	Postal Code:	80521
Name:	First National Bank										
Street Address:	205 W. Oak Street										
City:	Fort Collins										
State/Country:	COLORADO										
Postal Code:	80521										
PROPERTY NUMBERS Total: 3											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6655304</td> </tr> <tr> <td>Patent Number:</td> <td>4955296</td> </tr> <tr> <td>Patent Number:</td> <td>5044288</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6655304	Patent Number:	4955296	Patent Number:	5044288		
Property Type	Number										
Patent Number:	6655304										
Patent Number:	4955296										
Patent Number:	5044288										
CORRESPONDENCE DATA											
<p>Fax Number: (303)893-1379</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: pantea.garroussi@dgsllaw.com</p> <p>Correspondent Name: Pantea Garroussi</p> <p>Address Line 1: Davis Graham & Stubbs LLP</p> <p>Address Line 2: 1550 17th Street, Suite 500</p> <p>Address Line 4: Denver, COLORADO 80202</p>											
ATTORNEY DOCKET NUMBER:	060728-0005										
NAME OF SUBMITTER:	Pantea Garroussi										

CH \$120.00 6655304

501134486

PATENT
REEL: 024160 FRAME: 0224

Total Attachments: 7

source=barlowassign#page1.tif

source=barlowassign#page2.tif

source=barlowassign#page3.tif

source=barlowassign#page4.tif

source=barlowassign#page5.tif

source=barlowassign#page6.tif

source=barlowassign#page7.tif

PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT (the "*Assignment*") is made and entered into as of March 4, 2010, by BARLOW PROJECTS, INC., a Colorado corporation ("*Assignor*"), PIERCE ENERGY CORPORATION, a Texas corporation ("*Borrower*") and FIRST NATIONAL BANK, a national banking association ("*Assignee*").

RECITALS:

A. Assignor is the owner, by assignment from Borrower, of the patents and trademarks described in the attached Exhibit A (the "*Patents and Trademarks*").

B. Borrower and Assignee entered into a Loan Agreement, dated June 22, 2007, pursuant to which Assignee loaned in the aggregate \$2,900,000.00 to Borrower (the "*Loan Agreement*").

C. Borrower and Assignee entered into a Security Agreement, dated June, 22, 2007, pursuant to which Borrower granted to Assignee a security interest in the Patents and Trademarks to repay the loans made by Assignee to Borrower under the Loan Agreement (the "*Security Agreement*").

D. Borrower and Assignee entered into a Collateral Assignment of Leases, dated June, 22, 2007, pursuant to which Borrower assigned to Assignee the lease of certain technology (the "*Technology*") arising out of the Patents and Trademarks to repay the loans made by Assignee to the Borrower under the Loan Agreement (the "*Collateral Assignment of Leases*").

E. Borrower, with the consent dated July 29, 2009 of Assignee, assigned the Patents and Trademarks to Assignor.

F. The loans described in the Loan Agreement have matured but the Assignor has not paid the outstanding balance of such loans.

G. Borrower and Assignor desire to satisfy their obligations under the Loan Agreement by assigning the Patents and Trademarks to Assignee.

H. With the consent of Assignee, Borrower entered into an exclusive license for the Technology with Novo Energy, LLC (the "*Technology License*"). There are no other leases or licenses of the Technology which have been entered into by Borrower or Assignee.

THEREFORE, in consideration of the mutual covenants, promises, agreements and provisions contained herein and in the Loan Agreement, Security Agreement and Collateral Assignment of Leases, the parties agree as follows:

1. Assignor and Borrower hereby sell, assign, convey, and transfer exclusively to Assignee:

a. all right, title and interest, free of any lien, reserved right, or encumbrance, in and to the Patents and Trademarks and the Technology License and to any and all reissues, extensions thereof and any divisional, continuation, continuation-in-part, or substitute application

which may be filed on the invention(s) claimed in the Patents and Trademarks, as well as the right to sue for past, current, and future infringement thereof;

b. all worldwide right, title and interest in and to the inventions claimed in the Patents, including the right to seek registration or other intellectual property protection thereon anywhere in the world;

c. the goodwill of the business symbolized by and associated with the Trademarks, any intent to use filings for the Trademarks and all rights to proceeds of the foregoing, including, without limitation, any suits, causes of action and claims by Assignor against third parties for, or any profits arising from, past, present, or future infringement of the Trademarks or violations of the licenses of the Trademarks; and

d. the Technology and Technology License.

2. Assignor further agrees, without any right to payment or reimbursement, to execute and deliver all documents and instruments reasonably requested by Assignee to evidence, record, or effect any of the foregoing, and to reasonably cooperate with Assignee in any matter, action or proceeding related to the infringement, validity and/or prosecution history of the Patents and Trademarks.

3. This Assignment is irrevocable and is binding on Assignor's successors and assigns.

4. Assignor represents, warrants and covenants that (a) it now is the absolute owner of the Patents and Trademarks and Technology with full right and title to assign the same and any interest due or to become due thereunder; (b) the Patents and Trademarks and Technology are valid, in full force and effect, and have not been modified or amended; (c) there is no outstanding assignment or pledge of the Patents and Trademarks and Technology or the income and profits due or to become due thereunder; and (d) there are no existing defaults under the terms of the Technology License on the part of any party thereto.

5. Assignor will, at Assignor's sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any way connected with the breach of the representations, warranties and covenants made by the Assignor under this Assignment and will pay on request all costs and expenses, including reasonable attorneys' fees, which Assignee may incur in connection with Assignee's appearance, voluntary or otherwise, in any such action or proceeding.

6. Assignee releases any and all claims against the Assignor, Borrower and their officers, directors, employees and agents arising under the Loan Agreement and the promissory notes described therein.

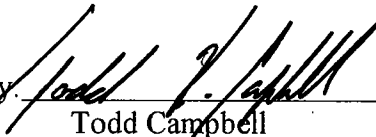
7. This Assignment shall be governed by Colorado law.

[Signatures appear on the following page.]

This Patent and Trademark Assignment is executed and delivered as of the date first above written.

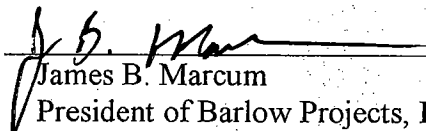
ASSIGNEE

FIRST NATIONAL BANK

By: 
Todd Campbell
Vice President

BORROWER

PIERCE ENERGY CORPORATION, a Texas
corporation, by Barlow Projects, Inc.

By: 
James B. Marcum
President of Barlow Projects, Inc.

ASSIGNOR

BARLOW PROJECTS, INC., a Colorado
corporation

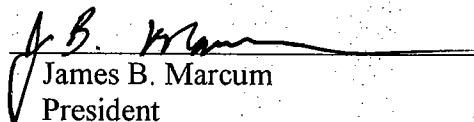
By: 
James B. Marcum
President

Exhibit A

Patents

Description: Barlow-Fluidized NP-US ISSUED

Title: Improved Mass Fuel Combustion System
Filed: 11/21/2001
Appl. No: 09/979,694
Last Action: Issued 12/2/2003 as Patent No. 6,655,304 B1

Description: Barlow – Grate US ISSUED

Title: Incinerator Grate Assembly
Filed: 12/1/1988
Appl. No: 07/278,183
Last Action: Issued 9/11/1990 as Patent No. 4,955,296

Description: Barlow - *** US ISSUED**

Title: Method and Apparatus for the Efficient Combustion of a Mass Fuel
Filed: 4/13/1990
Appl. No: 07/508,929
Last Action: Issued 9/3/1991 as patent No. 5,044,288

Description: Barlow-Fluidized-NP Argentina PENDING

Title: An Oven and Method for Mass Fuel Combustion (per examiner)
Filed: 11/27/2001
Appl. No: P010105499
Last Action: Filed demand for examination 11/2004

Description: Barlow-Fluidized-NP Australia (1) ISSUED

Title: Improved Mass Fuel Combustion System
Filed: 5/20/2000
Appl. No: 51456
Last Action: Issued 9/2004 as Patent No. 776445

Description: Barlow-Fluidized-NP Australia (2) PENDING

Title: Improved Mass Fuel Combustion System
Filed:
Appl. No: 2004237886
Last Action: Office action issued 9/2006

Description: Barlow-Fluidized-NP Brazil PENDING

Title: Improved Mass Fuel Combustion System
Filed: 11/21/2001
Appl. No: PI00107816
Last Action: Demand for examination filed 5/2003

Description: Barlow-Fluidized-NP Canada PENDING

Title: Improved Mass Fuel Combustion System
Filed: 5/20/2000
Appl. No: 2374593
Last Action: Office action responded to 12/06

Description: Barlow-Fluidized-NP Chile PENDING

Title: Improved Mass Fuel Combustion System
Filed: 11/19/2001
Appl. No: 2809-2001
Last Action: Response to office action filed 12/2005

Description: Barlow-Fluidized-NP Costa Rica ISSUED

Title: Improved Mass Fuel Combustion System
Filed: 12/2001
Appl. No: 4-155-803
Last Action: Issued 6/2006 as Patent No. 2653

Description: Barlow-Fluidized-NP Europe PENDING

Title: Improved Mass Fuel Combustion System
Filed: 12/2001
Appl. No: 00 936 093.4
Last Action: Office action responded to 3/07

Description: Barlow-Fluidized-NP Eurasia ISSUED

Title: Improved Mass Fuel Combustion System
Filed: 12/20/2001
Appl. No: 200101218
Last Action: Granted as Patent No. 006188, 10/2005 (AM, AZ, BY, KG, KZ, MD, RU, TJ, TM)

Description: Barlow-Fluidized-NP Japan ISSUED

Title: Improved Mass Fuel Combustion System
Filed: 11/21/2001
Appl. No: 2000 620286
Last Action: Granted as Patent No. 3538384 – 3/2004

Description: Barlow-Fluidized-NP Japan Divisional PENDING

Title: Improved Mass Fuel Combustion System
Filed: 7/10/2003
Appl. No: 2003-273116
Last Action: Application published 3/2004

Description: Barlow-Fluidized-NP Mexico PENDING

Title: Improved Mass Fuel Combustion System
Filed: 11/19/2001
Appl. No: 001856
Last Action: Response filed to office action 7/2005

Trademark

Description: Trademark – Areal FEDERAL REGISTRATION

Filed: 7/1/2004

Appl. No: 76/600,135

Last Action: Registered 11/29/2005