

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/31/1998
CONVEYING PARTY DATA	
Name	Execution Date
Todd Dalland	10/01/2010
RECEIVING PARTY DATA	
Name:	FTL Solar, LLC
Street Address:	44 East 32nd St.
Internal Address:	3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D393039
CORRESPONDENCE DATA	
Fax Number:	(512)457-8008
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5124578000
Email:	bwiese@dbcllp.com
Correspondent Name:	DuBois, Bryant & Campbell, LLP
Address Line 1:	700 Lavaca
Address Line 2:	Suite 1300
Address Line 4:	Austin, TEXAS 78701
ATTORNEY DOCKET NUMBER:	3312-1
NAME OF SUBMITTER:	William D. Wiese
Total Attachments: 3	

OP \$40.00 D393039

501311115

PATENT
REEL: 025084 FRAME: 0763

source=D393039_Assignment#page1.tif
source=D393039_Assignment#page2.tif
source=D393039_Assignment#page3.tif

NUNC PRO TUNC ASSIGNMENT

THIS NUNC PRO TUNC ASSIGNMENT is executed this 1st day of ~~October~~ 2010 effective nunc pro tunc as of March 31, 1998, between Todd Dalland, a citizen of the United States ("Assignor"), having an address at 27 Oliver Street, New York, NY 10038, and FTL Solar, LLC, a Texas limited liability corporation ("Assignee"), having its principal offices at 44 East 32nd St., 3rd Floor, New York, NY 10016.

WHEREAS, Assignor has invented certain new and useful improvements in the application filed with the United States Patent and Trademark Office on August 11, 1995, Application No. 29/042,535, which issued as U.S. Patent No. D393039 on March 31, 1998 (the "Property"); and

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in and to the Property and all intellectual property embodied therein.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, (i) the entire right, title and interest in and to the above-mentioned Property and Application for Letters Patent, and in and to any and all direct and indirect conversions, divisions, continuations and continuations-in-part of said Property, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, (ii) all copyrights, trademark rights, patent rights and all related statutory and common law rights, both domestic and foreign, and all goodwill associated therewith, and (iii) the right to recover damages and profits for past encroachments, infringements or misappropriations of any of the Property; the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which any Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said Property and Application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign

all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and Applications for Letters Patent for said Property, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said Property, or said utility application for Letters Patent, or any proceeding in connection with any Letters Patent or Applications for Letters Patent for said Property in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

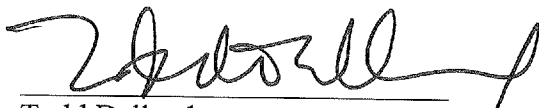
AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said Property and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

William D. Wiese
Dubois, Bryant & Campbell, LLP
700 Lavaca Street, Suite 1300
Austin, Texas 78701

AND Assignor acknowledges an obligation of assignment of the Property to Assignee at the time the invention was made.

ASSIGNOR:

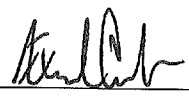


Todd Dalland

STATE OF New York §
COUNTY OF Queens §

BEFORE ME, the undersigned authority, on this day personally appeared Todd Dalland, and stated that he signed the foregoing Assignment for the purposes and consideration therein expressed, as his free and voluntary act.

SUBSCRIBED AND SWORN TO BEFORE ME this 1st day of October, 2010, to certify which witness my hand and official seal.



Notary Public in and for the State of New York

My Commission Expires:

06/2014

ALEXANDER CORONADO
Notary Public, State of New York
Queens County No. 01CO6223334
Commission Expires: 06/2014