### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Zero3 Controls, Inc.	10/07/2010

#### **RECEIVING PARTY DATA**

Name:	Automation Creations, Inc.	
Street Address:	2020 Kraft Drive Suite 3000	
City:	Blacksburg	
State/Country:	VIRGINIA	
Postal Code:	24060	

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12896469

## CORRESPONDENCE DATA

Fax Number: (540)605-8071

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: michele.mayberry@nrviplaw.com

Correspondent Name: Michele L. Mayberry

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ATTORNEY DOCKET NUMBER: ZERO-101

NAME OF SUBMITTER: Michele L. Mayberry

Total Attachments: 2

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PATENT REEL: 025195 FRAME: 0383

Attorney Docket No.: ZERO-101 Application No.: 12/896,469 Customer No.: 95,450

#### WORLDWIDE ASSIGNMENT

WHEREAS, **Zero3 Controls, Inc.**, (hereinafter referred to as Assignor), a corporation of the state of Tennessee in the United States of America, and having an address of 4774 Long Shop Road, Blacksburg, VA 24060, USA, is the owner of the entire right, title and interest in and to an invention entitled:

## System for Supermarket Energy Management

for which U.S. Patent Application No. 12/896,469 (Attorney Docket No. ZERO-101) was filed on October 1, 2010, and which is based on, claims priority to, and claims the benefit of the filing date of U.S. Provisional Patent Application No. 61/257,685 filed November 3, 2009; and

WHEREAS, Automation Creations, Inc., a corporation of the Commonwealth of Virginia in the United States of America, and having an address of 2020 Kraft Drive, Suite 3000, Blacksburg, VA 24060, USA (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the above-identified applications and all national patent applications based on them or claiming benefit of or to them throughout the world, and the Letters Patent to be issued upon all applications based on these applications or claiming benefit of or to them throughout the world;

NOW THEREFORE, be it known that for good and valuable consideration, the receipt of which from Assignee is hereby acknowledged, I as Assignor, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto Assignee, its lawful successors and assigns, my entire right, title, and interest in and to the above-referenced invention and the above-referenced applications, and all Letters Patents of all countries throughout the world that might be granted thereon, and I hereby authorize and request all officials of all foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I HEREBY covenant that I have the full right to convey the interest assigned by this Assignment, and I have not executed and will not execute any agreement in conflict with this Assignment;

AND, I HEREBY further covenant and agree that I will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that might be necessary or desirable to perfect the title to this invention in Assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this

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invention in all countries, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors, and assigns.

IN TESTIMONY WHEREOF, I have hereunto set my hand:

Date: 10 (4 (10

Frank C. Brown, III
Vice President, R&D
Zero3/Assignor
4774 Long Shop Road
Blacksburg, VA 24060

County of Montgomery ) ss. State of Virginia ) ss.

Subscribed and sworn to before me by the above-named  $\frac{Frank C. Brown}{10-07-2010}$  on date

Notary Public

My Commission Expires:

08/31/2012

(Seal)

**RECORDED: 10/26/2010**