

Client Code: EFACT.011A

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>John Douglas Steinberg</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: EcoFactor, Inc.</p> <p>Street Address: 423 Broadway, #801</p> <p>City: Millbrae State: California</p> <p>ZIP: 94030</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement</p> <p>() Merger () Change of Name</p> <p>() Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>January 21, 2011</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 12/502064</p> <p>Filing Date: July 13, 2009</p> <p>Additional numbers attached?</p> <p>() Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: EFACT.011A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>John R. King</u> Name of Person Signing</p> <p><u>John R. King</u> Signature</p> <p><u>1-25-2011</u> Date</p> <p>34,362 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document:</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
 Director, U.S. Patent and Trademark Office
 P.O. Box 1450
 Alexandria, VA 22313-1450
Facsimile Number: (571) 273-0140

10343477:ad
012111

700455024

PATENT
REEL: 025711 FRAME: 0876

CH \$40.00 111410 12502064

Patent Application No.: 12/502,064
Filing Date: July 13, 2009

Client Code: JSTEIN.011A
Page 1

ASSIGNMENT

WHEREAS, I, John Douglas Steinberg, a United States citizen, residing at 873 Hacienda Way, Millbrae, CA 94030, (hereinafter collectively and individually referred to as "ASSIGNOR"), have invented certain new and useful improvements, technology, inventions, developments ideas or discoveries related to a SYSTEM AND METHOD FOR USING A NETWORKED ELECTRONIC DEVICE AS AN OCCUPANCY SENSOR FOR AN ENERGY MANAGEMENT SYSTEM, (collectively hereinafter referred to as the "Work") the Work further including an application for Letters Patent in the United States, Application No. 12/502,064, filed on July 13, 2009 (hereinafter referred to as the "Application");

AND WHEREAS, EcoFactor, Inc. (hereinafter "ASSIGNEE"), a California Corporation, with its principal place of business at 423 Broadway, #801, Millbrae, CA 94030, desires to acquire the entire right, title, and interest in and to the Work including the Application:

NOW, THEREFORE, in consideration to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby acknowledge that ASSIGNOR sold, assigned, transferred and set over, and by these presents and does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the Work and any improvement made thereto including the Application and all provisional applications relating thereto including, but not limited to, U.S. Provisional Application No(s). 61/134,714, filed July 14, 2008, and any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR represents and warrants that to the best of ASSIGNOR's knowledge that ASSIGNOR has not entered into any contract or made any commitments that will or may impair the rights assigned to ASSIGNEE in the Work.

ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

ASSIGNOR DOES HEREBY covenant and agree to promptly provide any tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like,

Patent Application No.: 12/502,064
Filing Date: July 13, 2009

Client Code: JSTEIN.011A
Page 2

which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon creation thereof.

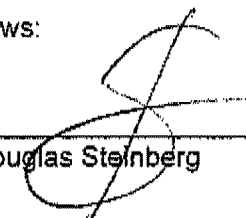
ASSIGNOR DOES HEREBY covenant and agree to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other applications relating to the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Work including any improvements made thereto, any application(s) filed therefrom, and any continuing application(s) filed from aforementioned patent application(s), and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent, copyright or other protectable rights for the Work in all countries and ASSIGNOR does hereby appoint ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to this Assignment.

ASSIGNOR DOES HEREBY covenant and agree not to challenge or oppose, on any grounds whatsoever, the validity of this Assignment or to assist or request any third party to contest the validity of this Assignment, and ASSIGNOR further agrees not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein. Also, no course of conduct or dealing by ASSIGNOR shall act as an amendment, modification or waiver of any provision of this Assignment unless specifically set forth in writing.

IN TESTIMONY WHEREOF, I hereunto sign as follows:

1/21/2011

Date



John Douglas Steinberg

8364091
011110