

PATENT ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TOPLINE CAPITAL II (CAL), LLC	03/10/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	IPALCO BV
<b>Street Address:</b>	Ohmweg 17
<b>City:</b>	Alblasserdam
<b>State/Country:</b>	NETHERLANDS
<b>Postal Code:</b>	2952 BD
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7122913
<b>Patent Number:</b>	7466033
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)955-1921
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	949-955-1920
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<b>Correspondent Name:</b>	KLEIN, O'NEILL & SINGH, LLP
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<b>ATTORNEY DOCKET NUMBER:</b>	1318-000.000
<b>NAME OF SUBMITTER:</b>	Howard J. Klein
<b>Total Attachments: 3</b>	
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**SALE AND ASSIGNMENT OF PATENTS AND PATENT RIGHTS**

This SALE AND ASSIGNMENT OF PATENTS AND PATENT RIGHTS ("Agreement"), dated as of March 10, 2011, is made and entered into between TOPLINE CAPITAL II (CAL), LLC, a California limited liability company ("Assignor"), and IPALCO BV, a Netherlands corporation (Assignee"), an indirect subsidiary of Cavotec MSL Holdings, Ltd., a New Zealand corporation.

WHEREAS, Assignor is owner of all right, title and interest in and to the inventions that are the subject of the United States patent properties set forth below (collectively, the "Patent Properties");

Patent	App, Ser. No.	Patent No.	Filing Date	Issue Date
Modular power generation and method	10/888,893	7,122,913	July 9, 2004	October 17, 2006
Modular power generation and method	11/465,716	7,466,033	August 18, 2006	December 16, 2008

WHEREAS, Assignor desires to sell, transfer and assign the Patent Properties, and each of them, as well as the Patent Rights (identified in paragraph 1 below), and the entire right, title and interest therein, to Assignee pursuant and subject to the terms, covenants and conditions set forth in this Agreement;

WHEREAS, Assignee has agreed to purchase and acquire the Patent Properties and the Patent Rights from Assignor pursuant and subject to the terms, covenants and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. In consideration of the payment of the purchase price referred to in paragraph 2 below, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Patent Properties, and each of them, including (A) all domestic and foreign patents and patent applications related to the Patent Properties, including divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals (and the right to apply for any of the foregoing); (B) all rights to sue, obtain relief and recover damages related to the Patent Properties including, without limitation, the right to sue for past, present or future infringement of rights related to the foregoing; and (C) any and all other rights and interests arising out of, in connection with, or in relation to the Patent Properties, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives (the items set forth in (A) through (C) above shall be referred to herein as the "Patent Rights").

2. The purchase price to be paid by Assignee to Assignor for the Patent Properties and the Patent Rights is the sum of Forty Thousand Dollars (U.S.) (\$40,000.00), which shall be paid and delivered concurrently with the execution of this Agreement.

3. Assignor represents and warrants to Assignee, and to Assignee's parents, subsidiaries, affiliates and their respective successors and assigns, which representations and warranties shall survive the execution of this Agreement and the payment of the purchase price: (A) Assignor is the sole owner of all right, title, and interest in and to each of the Patent Properties and Patent Rights, free and clear of all claims, liens and encumbrances of others, and has the absolute and unconditional right to sell, assign, transfer and set over to Assignee each of the Patent Properties and Patent Rights; (B) upon payment of the purchase price as set forth in paragraph 2 above, Assignee shall succeed to all right, title and interest to the Patent Properties and the Patent Rights, free and clear of all claims, liens and encumbrances of others, and to the unconditional and unrestricted right to use, exploit and enjoy the same; (C) there exist no leases, licenses, contracts, assignments or other agreements or commitments with third parties, written, oral or implied, affecting any of the Patent Properties or Patent Rights; (D) Assignor has not previously assigned or transferred to any other person any of the Patent Properties or Patent Rights or any part thereof or interest therein; (E) the purchase price is fair and reasonable consideration and represents fair value for the Patent Properties and Patent Rights; (F) Assignor has obtained all consents and approvals necessary to enter into and perform this Agreement and to sell, assign, transfer and set over to Assignee the Patent Properties and the Patent Rights, including but not limited to the consent and approval of its managers and members, the consent and approval of CleanAir Logix, Inc.; (G) to the actual knowledge of Assignor all filing fees and maintenance fees respecting the Patent Properties have been paid; (H) to the actual knowledge of Assignor the Patent Properties are valid and enforceable and, to the actual knowledge of Assignor, there is no interfering or infringing use of the technology covered by the Patent Properties by any third party and neither of the Patent Properties has been challenged or is subject to adverse claims of others; (I) the security interest of Assignor in the Patent Properties and the Patent Rights was validly obtained and perfected and the foreclosure by Assignor of the Patent Properties and Patent Rights was properly accomplished and no consent or approval of the Bankruptcy Court administering the estate of CleanAir Logix, Inc. is necessary; and (J) there has been no broker, finder or other person engaged by Assignor in connection with the sale of the Patent Properties and Patent Rights except for Dana J. Markle and Markle *Environmental Solutions for Industry* all of whose fees and costs have been or will be paid by Assignor.

4. Assignor shall and hereby does indemnify, defend and hold harmless Assignee, Assignee's parents, subsidiaries, affiliates and their respective successors and assigns, from and against any and all claims, demands, damages, loss, cost, expense or liability, including reasonable attorney's fees and costs, arising out of or relating to any breach or alleged breach of any of the foregoing representations and warranties.

5. Assignor agrees to execute such additional documents as may be reasonably requested by Assignee to further evidence or perfect the foregoing assignment. Without limiting the foregoing, Assignor shall execute and deliver to Assignee concurrently with the execution of this Agreement a confirmatory patent assignment document for the Patent

Properties in the form set forth in Exhibit A hereto. If there is any inconsistency between such confirmatory patent assignment document and this Agreement, the terms and conditions of this Agreement shall prevail.

6. This Agreement is entered into in the State of California, U.S.A., and shall be governed by and construed under the laws of said State. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

7. This Agreement may be signed in counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

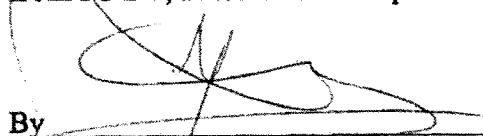
TOPLINE CAPITAL II (CAL), LLC,  
a California limited liability company

By: *PMT*

Name: *Paul Tabet*

Title: *Managing member*

IPALCO BV, a Netherlands corporation

By: 

Name: Jack Groesbeek

Title: Managing Director