

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Inscope International, Inc. (fka InScope Solutions, Inc.)	02/26/2010
RECEIVING PARTY DATA	
Name:	Enfuse, Inc.
Street Address:	12018 Sunrise Valley Drive
Internal Address:	Suite 100
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20191
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12503648
CORRESPONDENCE DATA	
Fax Number:	(703)770-7901
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(703) 770-7516
Email:	susan.trader@pillsburylaw.com
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 1:	1650 Tysons Boulevard
Address Line 2:	P. O. Box 10500
Address Line 4:	McLean, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	029544-0380385
NAME OF SUBMITTER:	Susan L. Trader
Total Attachments: 4 source=12-503648_Assignment#page1.tif source=12-503648_Assignment#page2.tif source=12-503648_Assignment#page3.tif source=12-503648_Assignment#page4.tif	

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EXHIBIT C

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Assignment*"), is made as of this 26th day of February, 2010, by and between INSCOPE INTERNATIONAL, INC., (fka InScope Solutions, Inc.), a Delaware corporation ("*Assignor*"), and ENFUSE, INC., a Delaware corporation ("*Assignee*").

RECITALS

A. Assignor and Assignee are parties to an Asset Purchase Agreement, effective as of February 26, 2010 (the "*Asset Purchase Agreement*"), whereby Assignee agreed to purchase and Assignor agreed to sell certain assets owned by Assignor as described in EXHIBIT A of the Asset Purchase Agreement. All capitalized terms used in this Assignment and not otherwise defined will have the meaning ascribed such terms in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Assignor wishes to assign the Domain Names, Software, the Source Code, the Documentation and the Intellectual Property related thereto as defined in the Asset Purchase Agreement and identified on EXHIBIT A of the Asset Purchase Agreement as attached thereto (collectively, the "*Proprietary Assets*"), to Assignee, and Assignee wishes to accept such assignment, on the terms and conditions set forth in this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual premises contained in the Asset Purchase Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Assignor hereby sells, assigns, transfers and sets over unto Assignee, upon the terms and conditions in this Assignment set forth, all of its right, title and interest in and to the Proprietary Assets, and all goodwill appurtenant thereto.

Section 2. Assignee hereby accepts the foregoing assignment and transfer of the Proprietary Assets upon the terms and conditions contained in this Assignment.

Section 3. Assignor, together with its successors and assigns, hereby disclaims all covenants, representations and warranties however arising, whether express, implied, statutory or otherwise and Assignee accepts the Proprietary Assets without any covenants, representations or warranties by Assignor. In addition, Assignor makes no representations or warranties of any nature or kind, whether statutory, express, implied or otherwise, with respect to the condition of the Proprietary Assets and Assignee, by acceptance of this Assignment, accepts the Proprietary Assets without any representation or warranty by Assignor other than as provided in the Asset A Purchase Agreement.

Section 4. Assignee hereby assumes and agrees to observe, keep, carry out and perform the obligations of Assignor in connection with the Proprietary Assets arising after the date of this Assignment, on the terms and conditions set forth in the Asset Purchase Agreement.

Section 5. This Assignment will be binding on and will inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 6. This Assignment will be executed, performed and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to conflict of laws principles.

Section 7. All notices, demands, or other communications given under this Assignment will be given in accordance with the Asset Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment to be signed by a duly authorized officer all as of the day and year first above written.

INSCOPE INTERNATIONAL, INC.

By: 
Michael Bruce
Chief Executive Officer

ENFUSE, INC.

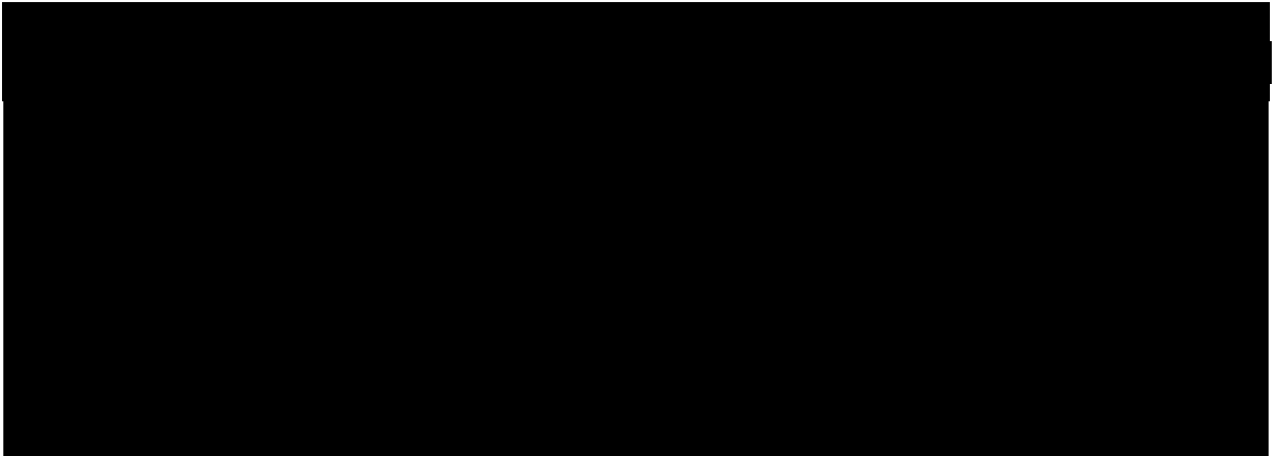
By: 
Michael Bruce
Chief Executive Officer

EXHIBIT A

ASSETS

I. Proprietary Assets/Intellectual Property to Be Transferred from Inscope to Enfuse.

1. Intellectual Property Rights and Proprietary Rights (as defined above) related exclusively to Enfuse Technology listed below:



Patent Application Number 12/503,648 titled *System and Method of Controlling a Plurality of Energy Loads and Energy Supplies in a Coordinated Manner*, which was filed on July 15, 2009.

