

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kenneth B. Barclay	01/08/2007
Timothy J. Mattison	01/08/2007
RECEIVING PARTY DATA	
Name:	Sterling Planet, Inc.
Street Address:	3295 River Exchange Drive
Internal Address:	Suite 300
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30092
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12235352
CORRESPONDENCE DATA	
Fax Number:	(770)984-0098
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7709842300
Email:	jmoore@gardnergroff.com
Correspondent Name:	John W. Greenwald
Address Line 1:	2018 Powers Ferry Road
Address Line 2:	Suite 800
Address Line 4:	Atlanta, GEORGIA 30339
ATTORNEY DOCKET NUMBER:	5S09.1-013
NAME OF SUBMITTER:	John W. Greenwald
Total Attachments: 3 source=15_Barclay_and_Mattison_assignment#page1.tif source=15_Barclay_and_Mattison_assignment#page2.tif source=15_Barclay_and_Mattison_assignment#page3.tif	

OP \$40.00 12235352

PATENT AND COPYRIGHT ASSIGNMENT

WHEREAS, **KENNETH B. BARCLAY**, residing at 122 Lancaster Street, Albany, New York 12210, and **TIMOTHY J. MATTISON**, residing at 648 Central Park Avenue, #518, Scarsdale, NY 10583, hereinafter "Assignors," are the inventors of certain new and useful improvements which may be described as a "**METHOD AND APPARATUS FOR DETERMINING ENERGY SAVINGS BY USING A BASELINE ENERGY USE MODEL THAT INCORPORATES A NEURAL NETWORK ALGORITHM**" for which United States Provisional Patent Application having Serial No. 60/973,984 was filed on September 20, 2007, and WHEREAS Assignors have authored copyrightable works relating to the inventions; and

WHEREAS, **STERLING PLANET, INC.**, a Georgia corporation, whose postal address is 3295 River Exchange Drive, Suite 300, Norcross, Georgia 30092, hereinafter "Assignee," is desirous of acquiring the entire interest in the same;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, Assignors hereby do sell, assign and transfer unto Assignee the entire right, title, and interest in and to said inventions, applications, and works in the United States and throughout the world, including without limitation, any letters of patent which may issue thereon or therefor, and any subsequent patent(s) or application(s) claiming priority to the above-identified application, including any non-provisional U.S. patent application(s) claiming priority under 35 U.S.C. § 119(e), any foreign or international counterpart application(s) for patent or utility model, any reissue, reexamination, division, continuation-in-part, extension or continuation application(s), and all rights of priority under any international treaty or convention arising from said applications, and including all copyrights, all rights to prepare derivative works, all goodwill, and all moral rights, including all rights to reproduce, adapt, display, perform, distribute, license, and translate, in any form or medium whatsoever without limitation, during the full period of the copyright including all renewals, extensions, revisions, and revivals together with all accrued rights of action throughout the world in any form and in



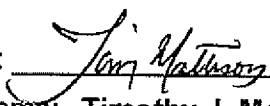

any language, including all media, both now known or later developed, and including the right to sue and collect damages for any past, present, or future infringement, the same for Assignee's legal representatives and assigns, as fully and entirely as the same would have been held by Assignors had this assignment and sale not been made; *provided* that this Assignment covers and includes only inventions, applications and works included in Provisional Patent Application having Serial No. 60/973,984 and related works authored by the Assignors during the period June 27, 2007 through September 20, 2007; and *provided further* that nothing in this Assignment shall impose on the Assignors any obligation not to disclose, or not to use, any of the inventions, applications or works that are the subject hereof.

AND, Assignors hereby bind themselves, their heirs, legal representatives, administrators, and assigns properly to execute at the expense of Assignee, but without further consideration any and all applications, petitions, oaths, declaration, assignments, or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer, and conveyance hereby made or intended to be made and generally do other commercially reasonable acts as may be requested by Assignee to aid Assignee, its legal representatives and assigns to obtain and enforce proper protection for said invention and works in all countries throughout the world.

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AND, This Assignment is made solely for the benefit of the Assignee, and no other person or entity shall have any rights against the Assignors under it or on account of its existence and enforcement.

IN WITNESS WHEREOF, I have executed this Assignment as of the date indicated below.

<p>Signed: <u></u> Print Name: Kenneth B. Barclay</p> <p>State of <u>New York</u> County of <u>Albany</u></p> <p>On this <u>8th</u> day of <u>January</u>, 2007, before me, a Notary Public, came Kenneth B. Barclay, to me known and known to be the individual described herein and who executed the foregoing assignment, and duly acknowledged the same to be his free act and deed.</p> <p>Notary Public: <u></u> My Commission Expires: <u>8-28-2010</u></p> <p>(Seal)</p> <p>SENA M. MONACO Notary Public, State of New York No. 01-MO6152009 Qualified in Schoharie County My Commission Expires 8-28-2010</p>	<p>Signed: <u></u> Print Name: Timothy J. Mattison</p> <p>State of <u>New York</u> County of <u>Albany</u></p> <p>On this <u>8th</u> day of <u>January</u>, 2007, before me, a Notary Public, came Timoty J. Mattison, to me known and known to be the individual described herein and who executed the foregoing assignment, and duly acknowledged the same to be his free act and deed.</p> <p>Notary Public: <u></u> My Commission Expires: <u>8-28-2010</u></p> <p>(Seal)</p> <p>SENA M. MONACO Notary Public, State of New York No. 01-MO6152009 Qualified in Schoharie County My Commission Expires 8-28-2010</p>
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