

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Melvin A. Jones	06/09/2011
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	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7709842300
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Correspondent Name:	John W. Greenwald
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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: 4 source=14_Jones_assignment#page1.tif source=14_Jones_assignment#page2.tif source=14_Jones_assignment#page3.tif source=14_Jones_assignment#page4.tif	

OP \$40.00 12235352

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REEL: 026480 FRAME: 0566

ASSIGNMENT

WHEREAS, WE, **KENNETH B. BARCLAY**, residing at 122 Lancaster Street, Albany, New York 12210, **TIMOTHY J. MATTISON**, residing at 648 Central Park Avenue, #518, Scarsdale, NY 10583, **MELVIN A. JONES**, residing at 3383 Carverton Lane, Alpharetta, GA 30022, and **ETHERMETRICS LLC**, a New York limited liability company, whose post-office address is 122 Lancaster Street, Albany, New York 12210, hereinafter "Assignors", have invented or may have acquired rights in new and useful improvements in a "**METHOD AND APPARATUS FOR DETERMINING ENERGY SAVINGS BY USING A BASELINE ENERGY USE MODEL THAT INCORPORATES AN ARTIFICIAL INTELLIGENCE ALGORITHM**" for which United States Continuation-In-Part Patent Application having Serial No. 12/235,352 and PCT International Patent Application having Serial No. PCT/US08/77232 were filed on September 22, 2008; 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 and applications in the United States and throughout the world, including without limitation, any letters patent which may issue thereon or therefor, and any subsequent patent(s) or application(s) claiming priority to the above-identified applications, 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), all rights of priority under any international treaty or convention arising from said applications, and 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;

AND, we hereby bind ourselves, our heirs, legal representatives, administrators and assign properly to execute without further consideration any and all applications, petitions, oaths, declaration and 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 everything possible to aid Assignee, its legal representatives and assigns to obtain and enforce proper protection for said invention in all countries throughout the world.

Assignors each acknowledge that the attorneys and agents of the law firm of Gardner Groff Greenwald & Villanueva, P.C. do not personally represent Assignors or Assignors' legal interests, but instead represent the interests of Assignee, and cannot provide legal advice to Assignors with respect to this Assignment. Assignors each further acknowledge his/her right to obtain independent legal counsel.

~ Signatures on next 3 pages ~

IN WITNESS WHEREOF, I have executed this assignment this _____ day of _____, 2011.

Signed: _____

Print Name: Kenneth B. Barclay

State of _____

County of _____

On this _____ day of _____, 2011, 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/her free act and deed.

Notary Public: _____

My Commission Expires: _____

IN WITNESS WHEREOF, I have executed this assignment this _____ day of _____, 2011.

For: ETHERMETRICS LLC

Signed: _____

Print Name: _____

Title: _____

State of _____

County of _____

On this _____ day of _____, 2011, before me, a Notary Public, came _____ 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/her free act and deed.

Notary Public: _____

My Commission Expires: _____

IN WITNESS WHEREOF, I have executed this assignment this _____ day of _____, 2011.

Signed: _____

Print Name: Timothy J. Mattison

State of _____

County of _____

On this _____ day of _____, 2011, before me, a Notary Public, came Timothy 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/her free act and deed.

Notary Public: _____

My Commission Expires: _____

IN WITNESS WHEREOF, I have executed this assignment this 9th day of June, 2011.

Signed: Melvin A. Jones

Print Name: Melvin A. Jones

State of Georgia

County of Gwinnett

On this 9th day of June, 2011, before me, a Notary Public, came Melvin A. Jones 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/her free act and deed.

Notary Public: Brittany Washington

My Commission Expires: Brittany Washington

Notary Public, Gwinnett County, Georgia

My Commission Expires April 27, 2014