

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Sale Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Fresnel Technologies, Inc.	12/09/2011
RECEIVING PARTY DATA	
Name:	Luigi Fornari
Street Address:	2208 Oak Forest Court
City:	Arlington
State/Country:	TEXAS
Postal Code:	76012
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13047768
CORRESPONDENCE DATA	
Fax Number:	(512)343-4530
Phone:	512-343-4539
Email:	rbernfeld@foholaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	John A. Fortkort
Address Line 1:	9442 N. Capital of Texas Highway
Address Line 2:	1-500
Address Line 4:	Austin, TEXAS 78759
ATTORNEY DOCKET NUMBER:	FRSN008US0
NAME OF SUBMITTER:	John A. Fortkort
Total Attachments: 2 source=FRES-FORNARI Sale Agreement#page1.tif source=FRES-FORNARI Sale Agreement#page2.tif	

CH \$40.00 13047768

Sale Agreement

Date: December 9, 2011

Seller: Fresnel Technologies Inc., a Texas corporation, with business address 101 West Morningside Drive, Fort Worth, Texas 76110

Buyer: Luigi Fornari with business address 2208 Oak Forest Court, Arlington, Texas 76012

Whereas: Seller is the assignee of the patent application numbered USAN13/047,768 listing Luigi Fornari and Margaret Fraelich as co-inventors (hereafter "The ApplicationThe Application"),

Whereas The US Patent Office will grant one or more patents (hereafter the "Patent") stemming from The Application and strictly related to the field of Optics.

With this instrument the Seller in consideration of USD1000.00 dollar (\$1,000.00) and other good and valuable consideration received from the Buyer, does hereby grant, bargain, sell, convey and confirm unto the Buyer all assignments and all the rights to The Application or Patent according to the following terms:

1. The Buyer will pay the Seller cash amounts according to the following schedule:

A) A cash amount of USD50,000.00 within the end of July 2012.

B) A cash amount of USD50,000.00 within six months from the time when the Buyer receives the same amount in revenues related to the use of The Application or the Patent, or from the sale, transfer or licensing of The Application or the Patent.

2. The Seller agrees that the amounts described in paragraph 1. are all and solely the amounts due from the Buyer, and the Buyer has no other obligations or duties towards the Seller apart from the ones described in this agreement.

3. Seller represents that it has paid all accrued expenses in connection with The Application to December 9, 2011. Buyer agrees to take over the financial and legal burden of prosecuting The Application from the date of this agreement forward. In the case the Buyer will use a different lawyer to the above purpose, the Seller will instruct his lawyer to notify the Patent Office of the assignment transfer and new official contact, and will transfer all pertinent documentation to the new lawyer.

4. In the case in which The Application does not result in the Patent, the Seller releases the Buyer from the payments due in paragraph 1, line B).

Sale Agreement

Seller Initials LF

Page 1 of 2

Buyer Initials LF

PATENT
REEL: 027839 FRAME: 0573

5. Seller will allow Buyer to pursue business development opportunities and actual technical development involving and related to the use of The Application or the Patent from the date of this Sale Agreement, and to that purpose releases at the same date the Buyer from the Seller confidentiality agreement as follows: Buyer may use or divulge information in the following fields of knowhow: a) Glass Fresnel Lens design; b) Diamond Machining, except techniques for Diamond Machining of Fresnel Lenses; c) Solar Applications; or d) General Optics Design and Ray Tracing.

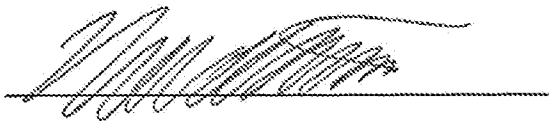
6. In the case the Buyer does not pay the amounts in paragraph 1., the assignment of The Application will return to the Seller and the Seller will have all rights to The Application or the Patent.

7. If the Buyer sells, conveys, or transfers The Application or the Patent to subsequent entities, the rights of the Seller as described in this agreement will be transferred to the subsequent entities.

8. This agreement is entered in the State of Texas, and shall be interpreted in accordance with the laws of the State of Texas. Venue shall be in Tarrant County, Texas.

Seller:
FRESNEL TECHNOLOGIES, INC.
By: Nelson E. Claytor, President

Buyer:
LUIGI S. FORNARI





State of Texas

County of Tarrant

SWORN TO AND SUBSCRIBED before me by both of the above people on the 2nd day of December, 2011.



Notary Public in and for the State of Texas

Sale Agreement

Page 2 of 2



Seller Initials LY

Buyer Initials LF