

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Mobius Power, LLC</td> <td>09/13/2012</td> </tr> </tbody> </table>		Name	Execution Date	Mobius Power, LLC	09/13/2012						
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Earl W. McCune</td> </tr> <tr> <td>Street Address:</td> <td>2383 Pruneridge Ave., Ste. 3</td> </tr> <tr> <td>City:</td> <td>Santa Clara</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>95050</td> </tr> </table>		Name:	Earl W. McCune	Street Address:	2383 Pruneridge Ave., Ste. 3	City:	Santa Clara	State/Country:	CALIFORNIA	Postal Code:	95050
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 4084532144 Email: wwinters@patentlawpros.com Correspondent Name: Patent Law Professionals P.C. Address Line 1: 1762 Technology Drive, Ste. 112 Address Line 4: San Jose, CALIFORNIA 95110</p>											
ATTORNEY DOCKET NUMBER:	106-007US										
NAME OF SUBMITTER:	William E. Winters										
<p>Total Attachments: 4 source=Assignment_Mobius_to_McCune#page1.tif source=Assignment_Mobius_to_McCune#page2.tif source=Assignment_Mobius_to_McCune#page3.tif source=Assignment_Mobius_to_McCune#page4.tif</p>											

OP \$40.00 12949710

PATENT SALE AND ASSIGNMENT AGREEMENT

This Agreement is entered as of September 13, 2012, between Mobius Power, LLC, a Delaware limited liability company (the "*Company*"), and Earl McCune, an individual ("*Purchaser*").

STATEMENT OF AGREEMENT

1. *Assignment.* Company hereby sells and assigns to Purchaser the entire right, title, and interest in and to the inventions claimed in the U.S. patent applications listed in Exhibit A (the "*Patents*"), all applications for patent and patents in any and all countries, including all divisions, continuations, reissues, and extensions thereof, and all rights of priority resulting from the filing of said U.S. patent applications (collectively "*Intellectual Property*").

2. *Consideration.* As consideration for the sale and assignment of the Intellectual Property, concurrently with the execution and delivery of this Agreement, Purchaser shall pay and deliver to the Company \$_____, by check or wire transfer of immediately available funds. The consideration set forth in this Section 2 shall be the only consideration required of the Purchaser with respect to the subject matter of this Agreement.

3. *Further Assurances.*

3.1. The Company agrees to provide reasonable assistance to Purchaser to evidence, record and perfect the assignment of the Intellectual Property hereunder and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If the Purchaser is unable for any reason whatsoever to secure the Company's signature to any document it is entitled to under this Section 3.1, the Company hereby irrevocably designates and appoints the Purchaser as its agent and attorney-in-fact with full power of substitution to act for and on his behalf and instead of the Company, solely to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Company.

3.2. To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like with respect to the Intellectual Property (collectively "*Moral Rights*"). To the extent the Company retains any such Moral Rights under applicable law, the Company hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by the Purchaser; the Company agrees not to assert any Moral Rights with respect thereto. The Company will confirm any such ratifications, consents and agreements from time to time as reasonably requested by Company.

4. *Confidential Information.* The Company will not use or disclose any information of a confidential or proprietary nature that is assigned to the Purchaser hereunder, except to the extent Developer can document that it is generally available (through no fault of the Company) for use and disclosure by the public without any charge, license or restriction. The Company recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm the Purchaser and that the Purchaser is

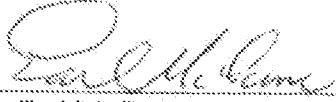
entitled to seek equitable relief (including, without limitations, injunctions) with respect to any such breach or potential breach in addition to any other remedies.

5. *Warranty.* The Company represents and warrants to the Purchaser that the Company: (i) is the owner (other than the Purchaser) of all rights, title and interest in the Intellectual Property and the Patents, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered any Intellectual Property or the Patents or agreed to do so, and (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1.

6. *Miscellaneous.* Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set below (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California, without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Agreement are confidential and no press release or other written or oral public disclosure of any nature regarding the compensation terms of this Agreement shall be made by either party without the other party's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with law or governmental rules. Any waivers or amendments shall be effective only if made in writing and signed by each of the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

PURCHASER:


By: Earl McCune 9/13/2012

COMPANY:

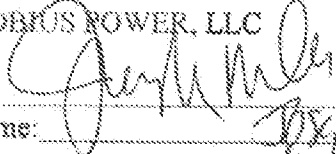
MOBIUS POWER, LLC
By: 
Name: Joseph Muth
Title: Manager

EXHIBIT A

US Patent Application No. 12/841,608, entitled "AC/DC Power Conversion Methods and Apparatus," filed on July 22, 2010

US Patent Application No. 12/897,066, entitled "Power Conversion and Control Systems and Methods for Solid State Lighting," filed on October 4, 2010

US Patent Application No. 12/897,081, entitled "Power Conversion and Control Systems and Methods for Solid State Lighting," filed on October 4, 2010

US Patent Application No. 12/897,094, entitled "Power Conversion and Control Systems and Methods for Solid State Lighting," filed on October 4, 2010

US Patent Application No. 12/949,710, entitled "Duty Cycle Translator Methods and Apparatus," filed on November 18, 2010