

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>Bryan Elliott</td> <td>10/01/2012</td> </tr> <tr> <td>Phillip Walker</td> <td>10/01/2012</td> </tr> <tr> <td>Marty Robbins</td> <td>06/23/2012</td> </tr> <tr> <td>Allen Payne</td> <td>07/03/2012</td> </tr> </tbody> </table>		Name	Execution Date	Bryan Elliott	10/01/2012	Phillip Walker	10/01/2012	Marty Robbins	06/23/2012	Allen Payne	07/03/2012
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Consolidated Energy Solutions Inc.</td> </tr> <tr> <td>Street Address:</td> <td>200-1920 Younge St</td> </tr> <tr> <td>City:</td> <td>Toronto, Ontario</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>M4S3E2</td> </tr> </table>		Name:	Consolidated Energy Solutions Inc.	Street Address:	200-1920 Younge St	City:	Toronto, Ontario	State/Country:	CANADA	Postal Code:	M4S3E2
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13623712</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13623712						
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CORRESPONDENCE DATA											
<p>Fax Number: 8013281707 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 801-533-9800 Email: amarsing@wnlaw.com</p> <p>Correspondent Name: Workman Nydegger Address Line 1: 60 E. South Temple Address Line 2: Suite 1000 Address Line 4: Salt Lake City, UTAH 84111</p>											
ATTORNEY DOCKET NUMBER:	19027.6										
NAME OF SUBMITTER:	MARCUS S. SIMON										
Total Attachments: 12											

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WORLDWIDE ASSIGNMENT

WHEREAS, I/WE, (hereinafter referred to as the "ASSIGNOR(S)");

Bryan Elliott

Address: 40 Old Bridle Path Toronto, ON M4T 1B6 Canada

Phillip Walker

Address: B-1172 Mount Pleasant Road Toronto, ON M4N 2T2 Canada

Marty Robbins

Address: 139 Hobson Drive, Jasper, GA 30143 USA

Allen Payne

Address: 2709 East Mill Way SE, Conyers, GA 30094 USA

has/have invented an **AIR CONDITIONING SYSTEM** ("Invention") for which one or more applications for patent, design registration, utility model registration, or other form of protection, rights, or title have been or will be made in certain countries ("Applications"), as further described below:

US Patent Application No. 13/623,712 filed September 20, 2012

CA Patent Application No. N/A filed October 12, 2012

AND WHEREAS, **Consolidated Energy Solutions Inc.**, (hereinafter referred to as the "ASSIGNEE"), a company organized under the laws of the Province of Ontario, Canada, having a place of business at **200-1920 Yonge St, Toronto, ON Canada M4S 3E2**, is desirous of acquiring the full and exclusive right, title and interest in and to said Invention, said Applications inclusive of all ancillary rights relating thereto, any and all priority rights derived from said Applications, and all patents, design registrations, utility model registrations and other forms of protection, rights and titles relating to said Invention, in any country or countries and in respect of the whole or any part or parts of or improvements to the Invention;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR(S) does/do hereby confirm that ASSIGNOR(S) has/have transferred, conveyed and assigned, and by way of further assurance does/do hereby transfer, convey and assign, any and all of ASSIGNOR(S)'s respective rights, title and interest in and to: the Invention worldwide; the Applications; any further applications for patent, design registration, utility model registration or other forms of protection, rights or titles for the whole or any part or parts of or improvements to the Invention in any country or countries ("Further Applications") together with the right to file divisional applications, substitute applications and continuation applications of any one or more of the Applications and Further Applications ("Divisionals"); the right to obtain patents, design registrations, utility model registrations and all

other forms of protection, rights and titles relating to the Invention; the right in and to any patent or reissue patent relating to the Applications, Further Applications and Divisionals ("Grants"); and the right to obtain any extensions / supplementary protection certificates ("Extensions"); together with the right to bring proceedings to recover damages and/or to obtain other remedies for acts committed in respect of one or more of the aforesaid Invention, Applications, Grants, Further Applications, Divisionals and Extensions, whether such acts are committed before or after the date of this Worldwide Assignment; with the intent that the Invention, Applications, Grants, Further Applications, Divisionals and Extensions are owned and enjoyed by ASSIGNEE absolutely to the full end of the term or terms for same.

ASSIGNOR(S) does/do hereby agree, upon request, to provide assistance and to execute any and all further documents, at the expense of ASSIGNEE and/or its successors and assigns (as applicable), which may be necessary or desirable to enable ASSIGNEE, and/or its successors and assigns (as applicable), to file, prosecute, bring proceedings and take other actions with respect to any and all of the Invention, Applications, Further Applications, Divisionals, Grants and Extensions, and any and all patents and registrations granted thereon and other forms of protection, rights and titles relating thereto, and ASSIGNOR(S) further agrees/agree to execute, upon request and at the expense of ASSIGNEE and/or its successors and assigns (as applicable), any and all further documents which may be necessary or desirable to vest or perfect the title of ASSIGNEE therein.

ASSIGNOR(S) does/do hereby authorize ASSIGNEE or its patent agents or attorneys to insert, above, the jurisdictions, application numbers, filing dates and any other indicia identifying the Applications when such information is available for the purpose of recording this assignment.

ASSIGNOR(S) does/do hereby authorize and request The Commissioner of Patents or any equivalent authority to issue to ASSIGNEE each and every patent, registration and other form of protection, right, and title granted upon the Applications, Further Applications, Divisionals and Extensions.


THIS WORLDWIDE ASSIGNMENT shall inure to the benefit of ASSIGNEE and its successors and assigns, and shall be binding upon ASSIGNOR(S) and their successors and permitted assigns.

DELIVERY of this Worldwide Assignment by copy, however transmitted, constitutes valid and effective delivery. This Worldwide Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, and such counterparts shall together constitute one and the same instrument.

Our Ref. No.: 057479-0008

IN WITNESS WHEREOF, this Worldwide Assignment has been executed below by the undersigned:

Date: Oct 1 / 12


Bryan Elliott

STATEMENT BY WITNESS

I, LEONARD WECHSLER, whose full Post Office address is

58 MILLWOOD RD TORONTO ONTARIO, M6S 1J7
(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be a person named in the Worldwide Assignment, duly sign and execute same.

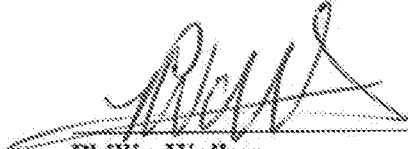
Date: October 1, 2012


(Signature of Witness)

Our Ref. No.: 057479-0008

IN WITNESS WHEREOF, this Worldwide Assignment has been executed below by the undersigned:

Date: October 1/2012


Phillip Walker

STATEMENT BY WITNESS

I, LEONARD DEERHUSE, whose full Post Office address is

58 Milwades Rd, Toronto, Ontario, M4S 1J7
(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be a person named in the Worldwide Assignment, duly sign and execute same.

Date: October 1, 2012


(Signature of Witness)

Our Ref. No.: 057479-0008

IN WITNESS WHEREOF, this Worldwide Assignment has been executed below by the undersigned:

Date: _____

Marty Robbins

STATEMENT BY WITNESS

I, _____, whose full Post Office address is

(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be a person named in the Worldwide Assignment, duly sign and execute same.

Date: _____

(Signature of Witness)

Our Ref. No.: 057479-0008

IN WITNESS WHEREOF, this Worldwide Assignment has been executed below by the undersigned:

Date: _____

Allen Payne

STATEMENT BY WITNESS

I, _____, whose full Post Office address is

(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be a person named in the Worldwide Assignment, duly sign and execute same.

Date: _____

(Signature of Witness)

WORLDWIDE ASSIGNMENT

WHEREAS, IWE, (hereinafter referred to as the "ASSIGNOR(S)");

Allen Payne

Address:

Marty Robbins

Address: 139 Hobson Dr. Jasper, Ga. 30143

has/have invented an **Air Conditioning and Dehumidification Method and System** ("Invention") for which one or more applications for patent, design registration, utility model registration, or other form of protection, rights, or title have been or will be made in certain countries ("Applications").

AND WHEREAS, **Consolidated Energy Solutions Inc.**, (hereinafter referred to as the "ASSIGNEE"), a company organized under the laws of the Province of Ontario, Canada, having a place of business at 1920 Yonge St, Suite 200, Toronto, M4S 3E2, ONTARIO, is desirous of acquiring the full and exclusive right, title and interest in and to said Invention, said Applications inclusive of all ancillary rights relating thereto, any and all priority rights derived from said Applications, and all patents, design registrations, utility model registrations and other forms of protection, rights and titles relating to said Invention, in any country or countries and in respect of the whole or any part or parts of or improvements to the Invention;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR(S) does/do hereby confirm that ASSIGNOR(S) has/have transferred, conveyed and assigned, and by way of further assurance does/do hereby transfer, convey and assign, any and all of ASSIGNOR(S)'s respective rights, title and interest in and to: the Invention; the Applications; any further applications for patent, design registration, utility model registration or other forms of protection, rights or titles for the whole or any part or parts of or improvements to the Invention in any country or countries ("Further Applications") together with the right to file divisional applications, substitute applications and continuation applications of any one or more of the Applications and Further Applications ("Divisionals"); the right to obtain patents, design registrations, utility model registrations and all other forms of protection, rights and titles relating to the Invention; the right in and to any patent or reissue patent relating to the Applications, Further Applications and Divisionals ("Grants"); and the right to obtain any extensions / supplementary protection certificates ("Extensions"); together with the right to bring proceedings to recover damages and/or to obtain other remedies for acts committed in respect of one or more of the aforesaid Invention, Applications, Grants, Further Applications, Divisionals and Extensions, whether such acts are committed before or after the date of this Worldwide Assignment; with the intent that the Invention, Applications, Grants, Further



Applications, Divisionals and Extensions are owned and enjoyed by ASSIGNEE absolutely to the full end of the term or terms for same.

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ASSIGNOR(S) does/do hereby authorize ASSIGNEE or its patent agents or attorneys to insert, above, the jurisdictions, application numbers, filing dates and any other indicia identifying the Applications when such information is available for the purpose of recording this assignment.

ASSIGNOR(S) does/do hereby authorize and request The Commissioner of Patents or any equivalent authority to issue to ASSIGNEE each and every patent, registration and other form of protection, right, and title granted upon the Applications, Further Applications, Divisionals and Extensions.

THIS WORLDWIDE ASSIGNMENT shall inure to the benefit of ASSIGNEE and its successors and assigns, and shall be binding upon ASSIGNOR(S) and their successors and permitted assigns.

DELIVERY of this Worldwide Assignment by copy, however transmitted, constitutes valid and effective delivery. This Worldwide Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, and such counterparts shall together constitute one and the same instrument.



IN WITNESS WHEREOF, this Worldwide Assignment has been executed below by the undersigned:

Date: 6-25-2012

Marty E. Robbins
Marty Robbins

STATEMENT BY WITNESS

I, Brenda B. Childers, whose full Post Office address is

100 Mark Whitfield St., Jasper, GA 30143
(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be a person named in the Worldwide Assignment, duly sign and execute same.

Date: 06-25-2012

Brenda B. Childers
(Signature of Witness)

WORLDWIDE ASSIGNMENT

WHEREAS, I/WE, (hereinafter referred to as the "ASSIGNOR(S)");

Allen Payne

Address: 2709 East Mill Way SE, Conyers, Ga 30094

AP

has/have invented an **Air Conditioning and Dehumidification Method and System** ("Invention") for which one or more applications for patent, design registration, utility model registration, or other form of protection, rights, or title have been or will be made in certain countries ("Applications").

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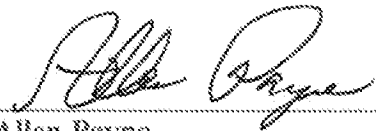
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Our Ref. No.: 057479-0000

IN WITNESS WHEREOF, this Worldwide Assignment has been executed below by the undersigned:

Date: 7-3-12


Allen Payne

STATEMENT BY WITNESS

I, Ann Gregory, whose full Post Office address is

Bank of North Georgia 1981 Hwy 138
(Address of Witness) Conyers, GA 30094

hereby declare that I was personally present and did see the above named person, personally known to me to be a person named in the Worldwide Assignment, duly sign and execute same.

Date: 7-3-12


(Signature of Witness)