

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cogentrix Energy, LLC	12/13/2012
RECEIVING PARTY DATA	
Name:	Cogentrix Development Holdings, LLC
Street Address:	9405 Arrowpoint Boulevard
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28273
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12620371
CORRESPONDENCE DATA	
Fax Number:	7136155020
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7137582051
Email:	pjesrani@velaw.com
Correspondent Name:	Purav Jesrani
Address Line 1:	1001 Fannin Street
Address Line 2:	Suite 2500
Address Line 4:	Houston, TEXAS 77002
NAME OF SUBMITTER:	Purav Jesrani
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 4 source=Cogentrix Assignment of Patents#page1.tif source=Cogentrix Assignment of Patents#page2.tif source=Cogentrix Assignment of Patents#page3.tif source=Cogentrix Assignment of Patents#page4.tif	

PATENT

ASSIGNMENT OF PATENTS

ASSIGNMENT OF PATENTS (this "Assignment") made as of December 13, 2012, by Cogentrix Energy, LLC, a limited liability company organized under the laws of North Carolina ("Assignor"), to Cogentrix Development Holdings, LLC, a limited liability company organized under the laws of Delaware ("Assignee").

WHEREAS, Assignor, each other assignor party thereto, Assignee, and each other assignee party thereto are parties to the Omnibus Asset and Liability Assignment and Assumption Agreement, dated as of December 13, 2012 (as it may be amended, modified or supplemented from time to time, the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Assignor owns the patents and patent applications set forth on Schedule I attached hereto and incorporated by reference herein, which are issued by, or for which application for issuance has been filed in, the relevant filing offices of certain jurisdictions as set forth on Schedule I, together with all provisionals, reissuances, continuations, continuations-in-part, divisions, revisions, extensions, and reexaminations thereof, all patents and patent applications claiming priority therefrom, all inventions disclosed in any of the foregoing (whether patentable or not), and all improvements thereto (collectively, the "Assigned Patents"); and

WHEREAS, Assignee desires to acquire Assignor's rights, title and interest in and to the Assigned Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby convey, assign, transfer and deliver to Assignee: (i) all right, title and interest of Assignor in and to the Assigned Patents, (ii) the right to sue or otherwise recover for past, present and future infringement or other violation thereof, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, the same to be held and enjoyed by Assignee, and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes and requests that the United States Patent and Trademark Office and corresponding authorities in all other relevant jurisdictions where the Assigned Patents are issued, or where applications for issuance are pending, record this Assignment.

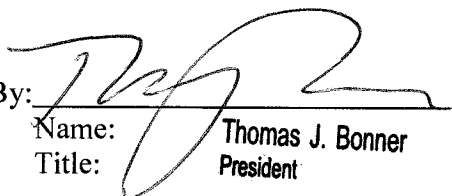
Assignor shall execute and deliver such documents as Assignee may reasonably request, or take any additional actions, that are necessary to more effectively convey, assign and transfer to Assignee (or to more effectively record or evidence the same) the Assigned Patents.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of law principles that would result in the application of any laws other than the laws of the State of New York.

[signature page follows]


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

COGENTRIX ENERGY, LLC

By: 
Name: Thomas J. Bonner
Title: President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

COGENTRIX DEVELOPMENT HOLDINGS, LLC

By: 
Name: **Gary M. Carraux**
Title: **Senior Vice President - Chief Administrative Officer**

[Assignment of Patents – Cogentrix Development Holdings, LLC]

PATENT
REEL: 029482 FRAME: 0353

SCHEDULE I

Jurisdiction	Title	(Application No.)/Patent No.	(Filing Date)/Issue Date
United States	Inclinometer for a solar array and associated systems, methods, and computer program products	(12/620,371)	(17-Nov-2009)
Gulf Cooperation Council	Inclinometer for a solar array and associated systems, methods, and computer program products	(2010/17145)	(22-Nov-2010)
Jordan	Inclinometer for a solar array and associated systems, methods, and computer program products	(405/2010)	(21-Nov-2010)