

PATENT ASSIGNMENT

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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>Phillip J. Layton</td> <td>01/30/2013</td> </tr> <tr> <td>Ezekiel Kruglick</td> <td>01/30/2013</td> </tr> <tr> <td>Maha Achour</td> <td>06/06/2011</td> </tr> </tbody> </table>		Name	Execution Date	Phillip J. Layton	01/30/2013	Ezekiel Kruglick	01/30/2013	Maha Achour	06/06/2011				
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<table border="1"> <tr> <td>Name:</td> <td>PACIFIC INTEGRATED ENERGY, INC.</td> </tr> <tr> <td>Street Address:</td> <td>12264 El Camino Real</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 302</td> </tr> <tr> <td>City:</td> <td>San Diego</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>92130</td> </tr> </table>		Name:	PACIFIC INTEGRATED ENERGY, INC.	Street Address:	12264 El Camino Real	Internal Address:	Suite 302	City:	San Diego	State/Country:	CALIFORNIA	Postal Code:	92130
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CORRESPONDENCE DATA													
<p>Fax Number: 6504936811 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 650/4939300 Email: lvosburgh@wsgr.com Correspondent Name: Wilson Sonsini Goodrich & Rosati Address Line 1: 650 Page Mill Road Address Line 4: Palo Alto, CALIFORNIA 94304</p>													
ATTORNEY DOCKET NUMBER:	38746-703.831												
NAME OF SUBMITTER:	Lydia C. Vosburgh												
<p>Total Attachments: 3 source=38746-703-831-Assignment#page1.tif source=38746-703-831-Assignment#page2.tif source=38746-703-831-Assignment#page3.tif</p>													

CH \$40.00 13702303

PATENT ASSIGNMENT

Docket Number 38746-703.831

WHEREAS, the undersigned:

- | | | |
|---|--|--|
| 1. LAYTON, Phillip J.
12264 El Camino Real, Suite 302
San Diego, CA 92130 | 2. KRUGLICK, Ezekiel
13842 Deergrass Court
Poway, CA 92064 | 3. ACHOUR, Maha
307 Cantile Lane
Encinitas, CA 92024 |
|---|--|--|

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

OPTICAL ANTENNAS WITH ENHANCED FIELDS AND ELECTRON EMISSION

for which application serial number 13/702,303 was filed on June 8, 2011 (I.A. Filing Date) in the United States Patent Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, PACIFIC INTEGRATED ENERGY, INC., a corporation of the State of Delaware, having a place of business at 12264 El Camino Real, Suite 302, San Diego, CA 92130, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; and (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing.

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 1/30/2013

Phillip J. Layton
PHILLIP J. LAYTON

Date: _____

Maha Achour
MAHA ACHOUR

Date: 1/30/2013

Ezekiel Kruglick
EZEKIEL KRUGLICK

PATENT ASSIGNMENT

Docket Number 38746-703.601

WHEREAS, the undersigned:

I. ACHOUR, MAHA
307 Cantle Ln
San Diego, CA 92024

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

OPTICAL ANTENNAS WITH ENHANCED FIELDS AND ELECTRON EMISSION

☐ for which a United States patent application is executed on even date herewith;
☐ for which Application No. ___ was filed on ___ in the United States Patent Office;
☒ for which Application No. PCT/US2011/39671 was filed on 08-Jun-2011 in the U.S. Receiving Office of the Patent Cooperation Treaty (Inventor hereby consents to allowing Assignee's counsel to fill in the Application No. and filing date after the Application has been filed);
☐ for which Application No. ___ was filed on ___ in the ___ Patent Office; and/or
☐ for which an application was filed upon which a United States Patent issued on ___, as U.S. Patent No. _____
(hereinafter "Application(s)").

WHEREAS, Pacific Integrated Energy, Inc., a corporation of the State of California, having a place of business at 12264 El Camino Real, Suite 302, San Diego, CA 92130, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted for the Inventions in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding with respect to the Inventions.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns. In no event shall the inventor be precluded from working on future project that related to the subject application.

PATENT ASSIGNMENT

Docket Number 38746-703.601

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 6/6/2011 [Signature]
Maha ACHOUR

State/Commonwealth of _____)

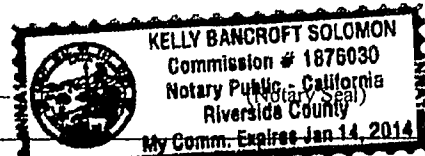
County of _____)

On _____ before me, _____ (Name/Title of Notary) personally appeared Maha Achour (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



RECEIVED AND AGREED TO BY ASSIGNEE: Pacific Integrated Energy, Inc.

Date: 6/6/2011

By: [Signature]

Name: Phillip J. Layton

Title: Chief Executive Officer