

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2610300

SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	MERGER				
EFFECTIVE DATE:	09/03/2013				
CONVEYING PARTY DATA					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>DAVID J STRAIN</td> <td>09/03/2013</td> </tr> </tbody> </table>		Name	Execution Date	DAVID J STRAIN	09/03/2013
Name	Execution Date				
DAVID J STRAIN	09/03/2013				
RECEIVING PARTY DATA					
Name:	POWER TOWER, LLC				
Street Address:	121 EAST ASCENSION STREET				
City:	GONZALES				
State/Country:	LOUISIANA				
Postal Code:	70737				
PROPERTY NUMBERS Total: 1					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7854119</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7854119
Property Type	Number				
Patent Number:	7854119				
CORRESPONDENCE DATA					
Fax Number:	(636)379-0439				
Phone:	6362993557				
Email:	strainengineering@gmail.com				
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>					
Correspondent Name:	JOE STRAIN, POWER TOWER, LLC				
Address Line 1:	121 EAST ASCENSION STREET				
Address Line 4:	GONZALES, LOUISIANA 70737				
NAME OF SUBMITTER:	DAVID JOSEPH STRAIN				
Signature:	/David Joseph Strain/				
Date:	11/11/2013				
Total Attachments: 15					

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LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

POWER TOWER LTD., LLC

This Company Agreement of this LIMITED LIABILITY COMPANY organized pursuant to applicable state law, is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with the Act, as currently written or subsequently amended or redrafted. Therefore, all provisions of this document shall be construed consistent with the afore described intent of the Members. Accordingly, in consideration of the conditions contained herein, he/she/they agree as follows:

ARTICLE I

Company Formation

- 1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of state law as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 **REGISTERED OFFICE AND AGENT.** The location and name of the registered agent shall be as stated in the Articles of Organization.
- 1.3 **TERM.** The Company shall continue for a period no less than 5 years.
 - (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
 - (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
 - (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
 - (d) Any other event causing dissolution of this Limited Liability Company under applicable state laws.

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- 1.4 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.3(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.3(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.
- 1.5 **BUSINESS PURPOSE.** The Company shall conduct any and all lawful business deemed appropriate to execute the company's objectives.
- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be as stated in the Articles of Organization or at a location as the Members select.
- 1.7 **THE MEMBERS.** The name and place of residence of each member are listed below at Certification of Members. Members are the owners of this company.
- 1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital and the company shall keep record of the amount each contributed. In the case of member Strain his contribution to the partnership shall be the patent #7,854,119 "Power Tower System" developed and patented by Strain. This patent shall be assigned to the company and shared in equal ownership by the owners. The other members Mikazes and Clark will facilitate the monetary contributions needed to build the first prototype of the "Power Tower System".
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the

Members in proportion to each Member's relative capital interest in the Company, and as amended from time to time in accordance with Treasury Regulation 1.704-1.

- 3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** Members holding a majority of the capital interests in the Company may elect Managers as the Members determine. Managers listed in the Articles of Organization, if any, will serve as the Managers of this company.
- 4.2 **MANAGERS DUTIES.**
- A. Co-Manager Strain will provide the patent and any and all necessary engineering needs of the company moving forward.
 - B. Co-Manager Clark will be responsible for the day to day Marketing and Sales for the company. Clark will also procure all of the funding the company needs to move forward.
 - C. Co-Manager Mikazes will provide the construction means to facilitate the build of the Power Tower data collector and moving forward.
- 4.3 **MEMBERS.** Members shall take part in the operation of the Company's affairs.
- 4.4 **POWERS OF MANAGERS.** The Managers, as authorized by Members, will make decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security

agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

- 4.5 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.6 **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.
- 4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.
- 4.8 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.9 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business or at another location agreeable by the Members, the following:
 - (a) a current list in alphabetical order of the full name and the last known street address of each Member;
 - (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the limited liability company for the three most recent years.

4.10 **NON COMPETE AGREEMENT.** A partner who retires or withdraws from the partnership, for any reason, shall not directly or indirectly engage in a business which is or which would be competitive with the anticipated business of the partnership for a period of 24 months. Furthermore the LLC will have exclusive rights to build, sell and license the "Power Tower System" along with its patents and copyrights.

ARTICLE V

Compensation

5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI

Bookkeeping

6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.

6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) any additional capital contribution made by him/her;

(b) credit balances transferred from his distribution account to his capital account;
and decreased by:

(a) distributions to him/her in reduction of Company capital;

(b) the Member's share of Company losses if charged to his/her capital account.

- 6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII


Transfers

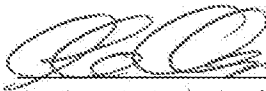
- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the state law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.
- 7.2 **DEATH.** In the event of an owners death the ownership of such owner shall be transferred directly and without penalty to the spouse of said owner. If owner's spouse is deceased ownership shall transfer evenly amongst their children. Upon death the co-managership that the owner holds will cease to exist and not transfer.


CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signed this 3RD day of SEPTEMBER, 2013.

 Signature JOSEPH STRAIN _____ Printed Name
Co-Manager/Member
42 ROLAND AVE _____ Address
SAINT PETERS, MO 63376 _____ Address

 Signature KRISTOPHER MICHAEL CLARK _____ Printed Name
Co-Manager/Member
26423 CLYDE BLOUNT RD _____ Address
LIVINGSTON LA 70754 _____ Address

 Signature JOEL MIKAZES Joel S. MIKAZES Printed Name
Co-Manager/Member
121 EAST ASCENSION _____ Address
GONZALES LA 70737 _____ Address

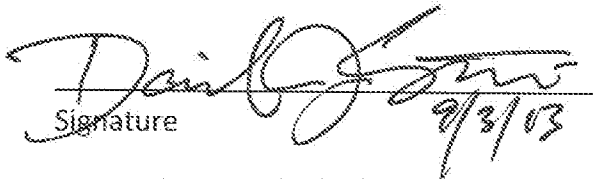


CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 9 pages, constitutes, together with a capital contributions assessment and a certification of members, the Operating Agreement of Power Tower LTD, LLC, adopted by the members as of September 3rd, 2013.

Members:


Signature

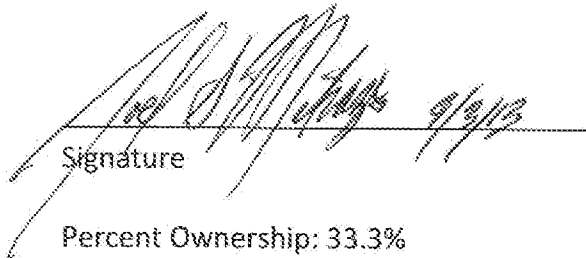
Printed Name Joseph Strain

Percent Ownership: 33.3%


Signature

Printed Name Kristopher Clark

Percent Ownership: 33.3%

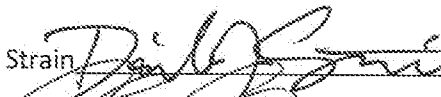

Signature

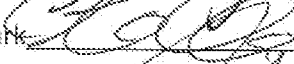
Printed Name Joel Mikazes

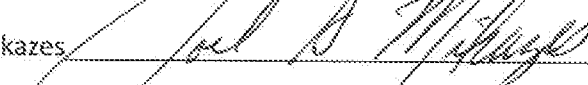
Percent Ownership: 33.3%

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital. The description and each individual portion of this initial contribution is as follows:


Joseph Strain  Exclusive use and assignment of the "Power Tower Patent"

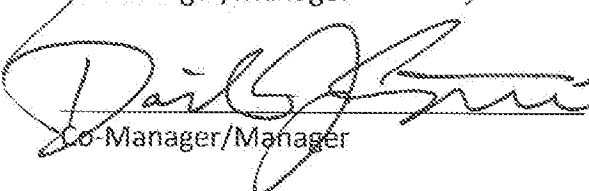
Kris Clark  \$100,000 and manpower

Joel Mikazes  \$100,000 and manpower

*Please note the 100,000 dollar investment by Clark and Mikazes is referring to a collective 100,000 not 2 separate investments of 100,000. If the Power Tower data collector costs more than 100,000 to build Mikazes and Clark will make up the difference.

SIGNED AND AGREED this 3rd day of September, 2013.

 9/3/13
Co-Manager/Manager


Co-Manager/Manager


Co-Manager/Manager



Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



COMMERCIAL DIVISION
225.925.4704

11/08/2013

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

ONLINE FILING
kris.clark.314@gmail.com

POWER TOWER, LLC

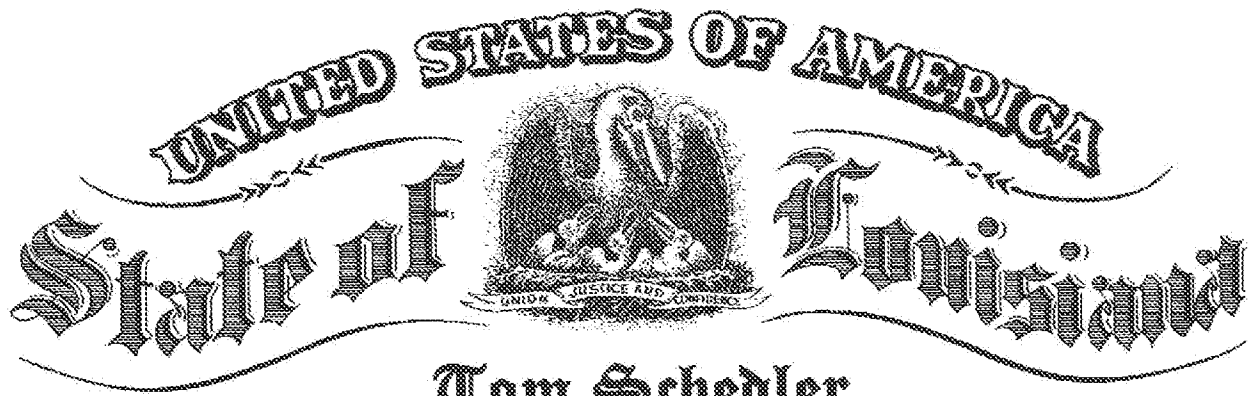
It has been a pleasure to approve and place on file your articles of organization. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

Online filing options are available if changes are necessary to your registration or you need to file an annual report. Please visit our website at GeauxBiz.com for your future business needs.

Sincerely,

WEB



Tom Schedler
SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

a copy of the Articles of Organization and Initial Report of

POWER TOWER, LLC

Domiciled at GONZALES, LOUISIANA,

Was filed and recorded in this Office on November 08, 2013,

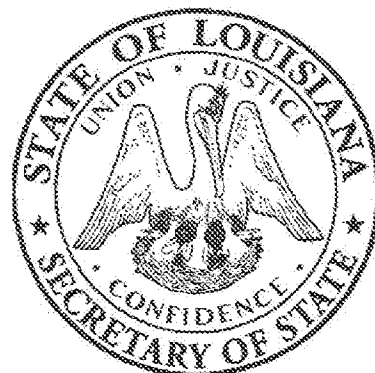
And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 22.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

November 8, 2013

Secretary of State

WEB 41335928K



Certificate ID: 10434925#AVMJ62

To validate this certificate, visit the following web site, go to **Commercial Division, Certificate Validation**, then follow the instructions displayed.
www.sos.louisiana.gov

Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



November 8, 2013

COMMERCIAL DIVISION
225.925.4704

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

The attached document of POWER TOWER, LLC was received and filed on November 8, 2013.

WEB 41335928K

**STATE OF LOUISIANA
ARTICLES OF ORGANIZATION
(R.S. 12:1301)**

1. **The name of this limited liability company is:** POWER TOWER, LLC
2. **This company is formed for the purpose of:** engaging in any lawful activity for which limited liability companies may be formed
3. **The duration of this limited liability company is (may be perpetual):**
PERPETUAL
4. **Other Provisions:**

By typing my name below, I hereby certify that I am the organizer. The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

Electronic Signature: KRISTOPHER CLARK (11/8/2013)

**LIMITED LIABILITY COMPANY INITIAL REPORT
(R.S. 12:1305 (E))**

1. **The name of this limited liability company is:** POWER TOWER, LLC
2. **The location and municipal address, not a post office box only, of this limited liability company's registered office:**

121 EAST ASCENSION ST
GONZALES, LA 70737

3. **The full name and municipal address, not a post office box only, of each of this limited liability company's registered agent(s) is/are:**

KRISTOPHER CLARK
121 EAST ASCENSION ST
GONZALES, LA 70737

4. **The name and municipal address, not a post office box only, of the managers or members:**

KRISTOPHER CLARK (Manager, Member)
121 EAST ASCENSION ST
GONZALES, LA 70737

JOSEPH STRAIN (Manager, Member)
121 EAST ASCENSION ST
GONZALES, LA 70737

JOEL MIKAZES (Manager, Member)
121 EAST ASCENSION ST
GONZALES, LA 70737

By typing my name below, I hereby certify that I am the organizer. The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting

the filer to fine or imprisonment or both under R.S. 14:133.

Electronic Signature: KRISTOPHER CLARK (11/8/2013)



Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 41335928K

Charter Name: POWER TOWER, LLC

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded	Agent(s)	Agent(s) Electronic Signature
11/08/2013	KRISTOPHER CLARK	KRISTOPHER CLARK