

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4016064

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLEAR ENERGY SYSTEMS, INC.	03/29/2016
RECEIVING PARTY DATA	
Name:	ARIZONA COMMERCE AUTHORITY
Street Address:	333 NORTH CENTRAL AVENUE
Internal Address:	SUITE 1900
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85004
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12503066
Application Number:	14046920
CORRESPONDENCE DATA	
Fax Number:	(844)670-6009
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	248-433-7200
Email:	cwilliams@dickinsonwright.com
Correspondent Name:	RANDALL L. SHOEMAKER
Address Line 1:	DICKINSON WRIGHT PLLC
Address Line 2:	2600 W. BIG BEAVER RD., STE. 300
Address Line 4:	TROY, MICHIGAN 48084
ATTORNEY DOCKET NUMBER:	54957-00019
NAME OF SUBMITTER:	RANDALL L. SHOEMAKER
SIGNATURE:	/Randall L. Shoemaker/
DATE SIGNED:	08/22/2016
Total Attachments: 2	
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PATENT ASSIGNMENT

THIS ASSIGNMENT, made and effective as of March 29, 2016, by and between **David Tiffany, in his capacity as the duly appointed and authorized Chapter 11 Trustee for the bankruptcy estate of CLEAR ENERGY SYSTEMS, INC.** (hereinafter ASSIGNOR), the Debtor in proceedings pending in the United States Bankruptcy Court for the District of Arizona ("Bankruptcy Court"), Case No. 2:14-bk-12716-BKM ("Case"), and **ARIZONA COMMERCE AUTHORITY**, an Agency of the State of Arizona, located at 333 North Central Avenue, Suite 1900, Phoenix, Arizona 85004 (hereinafter ASSIGNEE).

WITNESSETH

WHEREAS, ASSIGNOR is desirous of assigning all of its interests in issued United States Patent No. 8,567,354 entitled "**PORTABLE ENERGY GENERATION SYSTEMS**", filed July 14, 2009 and assigned United States Serial No. 12/503,066, and all United States Patent applications, including United States Serial No. 14/046,920 filed November 4, 2013, claiming priority to United States Serial No. 12/503,066 and additionally, ASSIGNOR's interest in International application No. PCT/US2009/067770, filed December 11, 2009 and all foreign applications or issued patents claiming priority thereto (hereinafter PATENTS AND PATENT APPLICATIONS);

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to said PATENTS AND PATENT APPLICATIONS, including the right to sue for past damages.

For good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound thereby, ASSIGNOR and ASSIGNEE hereby agree as follows:

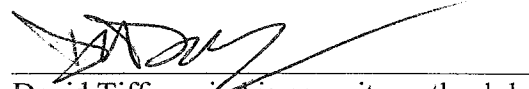
NOW, THEREFORE,

1. ASSIGNOR does hereby assign, convey, sell, and set over to ASSIGNEE, its successors, assigns, and other legal representatives, the entire right, title, and interest, domestic and foreign, throughout the world, in and to said PATENTS AND PATENT APPLICATIONS, to have and to hold the interests herein assigned to the full ends of the terms of the PATENT AND PATENT APPLICATIONS and any and all divisions, reissues, continuations, continuations-in-part, reexaminations, substitutions, renewals, and/or extensions thereof respectively, including the right of ASSIGNEE, its successors, assigns, and other legal representatives to make applications and to receive PATENTS AND PATENT APPLICATIONS for inventions and discoveries therein in any and all foreign countries/regions in its name, at its election as well as the right to sue for past infringement and recover any damages for same, and ASSIGNOR hereby assigns, conveys, sells, and sets over to ASSIGNEE, its successors, assigns, and other legal representatives, all rights of priority in and to the PATENTS AND PATENT APPLICATIONS and inventions and discoveries therein in all countries/regions to be held and enjoyed by ASSIGNEE for its own use and benefit, and for the benefit of its legal representatives, successors, and assigns to the full end of the terms of all of the PATENTS AND PATENT APPLICATIONS which may be granted on the inventions as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment not be made.


2. ASSIGNOR represents and warrants, pursuant to and in accordance with that *Order Approving the Sale of Debtor's Assets* (the "Sale Order") entered by the Bankruptcy Court in the Case on March 29, 2016, as Docket No. 345, that ASSIGNOR has the authority and full right to make this ASSIGNMENT and, pursuant to the Sale Order, the sale and transfer of the Patents and Applications to the ASSIGNEE are free and clear of all security interests, liens, mortgages, conditional sale or other title retention agreements, pledges, claims, judgments, demands, charges, encumbrances, options, rights of first refusal, and any other restrictions. ASSIGNOR is making no further representations or warranties about any of the assets being transferred to ASSIGNEE, and those assets are being transferred to the ASSIGNEE by the ASSIGNOR on an "as-is, where-is" basis;

3. ASSIGNOR further covenants and agrees that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to the PATENTS AND PATENT APPLICATIONS as may be known and accessible to ASSIGNOR and, during the period of time that he is the Trustee in the Case and prior to dismissal of the Case, will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits that may be necessary or desirable to apply for, obtain, maintain, issue, and enforce and to perfect the title to any of the PATENTS AND PATENT APPLICATIONS, divisions, reissues, continuations, continuations-in-part, reexaminations, substitutions, renewals, and/or extensions thereof in the United States or any foreign countries/regions that may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, ASSIGNOR hereto has executed this ASSIGNMENT effective as of the day and year first above written.



David Tiffany, in his capacity as the duly appointed and authorized Chapter 11 Trustee for the bankruptcy estate of CLEAR ENERGY SYSTEMS, INC.

Witnessed By: 

ACCEPTED BY:

ARIZONA COMMERCE AUTHORITY

By: 

Greg Linaman

Its: Chief Operating Officer and General Counsel

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