

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4545697

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WELLHEAD ELECTRIC COMPANY, INC.	02/19/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLHEAD POWER SOLUTIONS, LLC
<b>Street Address:</b>	650 BERECUT DRIVE
<b>Internal Address:</b>	SUITE C
<b>City:</b>	SACRAMENTO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95811
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14497685
<b>Application Number:</b>	62000806
<b>Application Number:</b>	62000814
<b>Application Number:</b>	62000817
<b>PCT Number:</b>	US1552284
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)391-2901
<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>	
<b>Email:</b>	ptonotices@marburylaw.com
<b>Correspondent Name:</b>	THE MARBURY LAW GROUP, PLLC
<b>Address Line 1:</b>	11800 SUNRISE VALLEY DRIVE
<b>Address Line 2:</b>	15TH FLOOR
<b>Address Line 4:</b>	RESTON, VIRGINIA 20191
<b>ATTORNEY DOCKET NUMBER:</b>	34926-PAT
<b>NAME OF SUBMITTER:</b>	R. ROSS
<b>SIGNATURE:</b>	/R. ROSS/
<b>DATE SIGNED:</b>	08/10/2017
<b>Total Attachments: 7</b>	

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## ASSET SALE AND ASSIGNMENT AGREEMENT

This Asset Sale and Assignment Agreement (this "Agreement") is made and entered into effective as of February 19, 2016 (the "Effective Date") by and between Wellhead Electric Company, Inc., a California corporation ("Seller"), and Wellhead Power Solutions, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller has begun to develop certain technology that is referred to as an Enhanced Gas Turbine Generator ("EGT");

WHEREAS, Seller is the owner of certain intellectual property rights and other assets related to EGT;

WHEREAS, Buyer was formed for the purpose of acquiring, developing and commercializing the EGT technology; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, all of Seller's rights, title and interest in the EGT technology in exchange for the consideration set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. **Certain Definitions.** As used herein, the following terms will have the meanings set forth below:

(a) "Assigned Assets" refers to the Technology, all Derivatives, all Intellectual Property Rights, Embodiments and Business Assets, collectively.

(b) "Business Assets" means all business and marketing plans, worldwide marketing rights, software, customer and supplier lists, price lists, mailing lists, customer and supplier records and other confidential or proprietary information relating to the Technology.

(c) "Derivative" means: (i) any derivative work of the Technology (as defined in Section 101 of the U.S. Copyright Act); (ii) all improvements, modifications, alterations, adaptations, enhancements and new versions of the Technology (the "Technology Derivatives"); and (iii) all technology, inventions, products or other items that, directly or indirectly, incorporate, or are derived from, any part of the Technology or any Technology Derivative.

(d) "Embodiment" means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source and object code (in any form or format and for all hardware platforms), computer-stored data, diskettes, manuscripts and other items describing all or any part of the Technology, any Derivative, any Intellectual Property Rights or any information related thereto or in which all of any part of the Technology, any Derivative, any Intellectual Property Right or such information is set forth, embodied, recorded or stored.

(e) "Intellectual Property Rights" means, collectively, all worldwide patents, patent applications, patent rights, copyrights, copyright registrations, moral rights, trade names, trademarks, service marks, domain names and registrations and/or applications for all of the foregoing, trade secrets, know-how, mask work rights, rights in trade dress and packaging, goodwill and all other intellectual property rights and proprietary rights relating in any way to the Technology, any Derivative or any Embodiment, whether arising under the laws of the United States of America or the laws of any other state, country or jurisdiction.

(f) "Purchase Price" means the fair market value of the Assigned Assets as of the date of this Agreement, determined by Bodington & Company in accordance with IRS Revenue Ruling 59-60, to be paid by Buyer to Seller in a lump sum within sixty (60) days of such determination.

(g) "Technology" means all inventions, technology, ideas, concepts, processes, business plans, documentation, financial projections, models and any other items, authored, conceived, invented, developed, designed, or owned by Seller (directly or through its employees, contractors, agents and representatives) related to EGT, including but not limited to the property listed on Exhibit A attached hereto.

2. Sale and Assignment. In consideration of the Purchase Price, Seller acknowledges and agrees that it has transferred and assigned, and does hereby transfer and assign, to Buyer, its successors and assigns, Seller's entire right, title and interest in and to each and all of the Assigned Assets. Seller hereby waives and irrevocably quitclaims to Buyer or its designee any and all claims, of any nature whatsoever, that Seller now has or may hereafter has for infringement of any and all Assigned Assets. The foregoing assignments include without limitation, the right to sue for past, present and future infringement of the Assigned Assets and the right to collect and receive any damages, royalties, or settlement for such past, present and future infringements and any and all causes of action relating to any of the inventions or discoveries described in the Assigned Assets.

3. Cooperation; Authorization. Seller agrees to assist Buyer, or its designee, at Seller's expense, in every proper way to secure Buyer's, or its designee's, rights in the Assigned Assets and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto, including the disclosure to Buyer or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which Buyer or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive such rights, and in order to assign and convey to Buyer or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Assigned Assets, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as Seller's agent and attorney-in-fact, to act for and in Seller's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright, mask work and other registrations related to such Assigned Assets.

4. Seller Representations and Warranties. Seller represents and warrants to Buyer that, to the best of its knowledge, Seller is the owner, inventor and/or author of, and that Seller

can grant exclusive right, title and interest in and to, each of the Assigned Assets and that none of the Assigned Assets are subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights that might interfere with the Buyer's use, or exercise of ownership of, any Assigned Assets. Seller further represents and warrants to Buyer that, to the best of its knowledge, the Assigned Assets are free of any claims by any third party to any rights of any kind in or to any of the Assigned Assets. Seller agrees to immediately notify Buyer upon becoming aware of any such claims.

5. **Method of Transfer.** The Assigned Assets shall be delivered to Buyer solely by electronic transmission and shall not be delivered on, and Buyer shall not acquire ownership of any such asset in the form of, any tangible medium.

6. **Indemnity.** Buyer agrees to defend, indemnify and hold Seller and/or any of its affiliates, subsidiaries, agents and assignees harmless against any and all claims, demands, causes of action, liability, loss, damage, judgments or expenses (including without limitation reasonable attorneys' fees, expenses and court costs) (collectively, "**Claims**") arising out of the transfer of Assigned Assets pursuant to this Agreement or Buyer's distribution, provision, sale, promotion, or other use of the Assigned Assets, including (without limitation) any Claim for personal injury, product liability, or violation of third-party rights, including but not limited to intellectual property and other proprietary rights.

7. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws.

8. **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

9. **Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Buyer may assign any of its rights and obligations under this Agreement.

10. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by fax or 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party's address or fax number as set forth below or as subsequently modified by written notice.

11. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of this Agreement shall be interpreted as if such provision were so excluded and (c) the balance of this Agreement shall be enforceable in accordance with its terms.

12. Amendment and Waivers. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of an electronic copy will have the same force and effect as execution of an original, and an electronic signature will be deemed an original and valid signature.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date and year first above written.

**SELLER:**

**WELLHEAD ELECTRIC COMPANY, INC.**

By: Harold E. Dittmer  
Harold E. Dittmer, President

**BUYER:**

**WELLHEAD POWER SOLUTIONS, LLC**

By: Harold E. Dittmer  
Harold E. Dittmer, President

*Signature Page to Asset Sale and Assignment Agreement*

**PATENT**  
**REEL: 043264 FRAME: 0697**

EXHIBIT A

List and Description of Technology

All Intellectual Property Rights associated with, or related to the following (including, as applicable, any amendments or supplements thereto, together with any patents or patent applications based thereon, including continuations, continuations-in-parts, reissues, re-examinations, or extensions thereof, and any corresponding foreign patent rights issuing, granted or registered thereon):

I. Patent Applications

A. U.S. APPLICATION NUMBER: 14497685 FILING DATE: 09/26/2014

1. TITLE: HYBRID ENERGY SYSTEM AND METHOD

B. U.S. APPLICATION NUMBER: 62000806 FILING DATE: 05/20/2014

1. TITLE: WATER-INJECTION EMISSIONS CONTROL SYSTEM AND METHOD

C. U.S. APPLICATION NUMBER: 62000814 FILING DATE: 05/20/2014

1. TITLE: RAMP RATE CONTROL METHOD

D. U.S. APPLICATION NUMBER: 62000817 FILING DATE: 05/20/2014

1. TITLE: RAMP CONTROL FOR A GAS TURBINE

E. INT. APPLICATION NUMBER: PCT/US2015/052284 FILING DATE: 09/25/2015

1. TITLE: HYBRID ENERGY SYSTEM AND METHOD

II. Patents

A. None

III. Trademarks

A. US Trademark Application: 86411922 FILING DATE: 10/01/2014

1. Mark: EGT™

IV. Other Property

A. *Any diagrams, code, customer lists, or other property or rights related to the EGT.*