

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vesture Corporation		01/26/2011	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Phase Change Energy Solutions, Inc.		
<b>Street Address:</b>	120 East Pritchard Street		
<b>City:</b>	Asheboro		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27203		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2944395	MICROICE	
Registration Number:	2437014	VESTURE	
Registration Number:	1745213	LAVABUNS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(337)378-5400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	336-378-5200		
<b>Email:</b>	wanda.armstrong@smithmoorelaw.com		
<b>Correspondent Name:</b>	Kimberly Bullock Gatling		
<b>Address Line 1:</b>	Smith Moore Leatherwood LLP		
<b>Address Line 2:</b>	PO Box 21927		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27420		
<b>ATTORNEY DOCKET NUMBER:</b>	5005249.1		
<b>NAME OF SUBMITTER:</b>	Kimberly Bullock Gatling		

CH \$90.00 2944395

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**TRADEMARK**  
 REEL: 004464 FRAME: 0085

Signature:	/kgb/
Date:	01/31/2011
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## CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (this "Assignment") is entered into by and between VESTURE CORPORATION, a North Carolina corporation ("Assignor"), and PHASE CHANGE ENERGY SOLUTIONS, INC., a Delaware corporation ("Assignee"), effective as of January 26, 2011.

### RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated January 26, 2011 ("Asset Purchase Agreement"), whereby Assignee has acquired all right, title and interest in and to the trademarks listed in Appendix A attached hereto (collectively, the "Marks") together with (i) any and all goodwill of the business associated with the Marks (the "Goodwill") and (ii) any and all causes of action, claims and demands arising from any infringement, including past infringements, of the Marks ("Causes of Action"); and

WHEREAS, Assignor and Assignee desire to confirm of record and effectuate the assignment to Assignee all right, title and interest in and to the Marks together with the Goodwill and the Causes of Action.

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements and covenants contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Marks together with (i) all Goodwill and (ii) all Causes of Action, and Assignee hereby accepts such assignment.

2. Assignor shall without further consideration perform such other lawful acts and execute such additional lawful documents as Assignee may reasonably request from time to time to fully effect this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks and all other rights conveyed hereby.


3. This Assignment shall be governed by the laws of North Carolina, without regard to its conflicts of laws provisions. Nothing in this Assignment shall be deemed to amend, modify or otherwise affect any provision of the Asset Purchase Agreement, which shall remain in full force and effect following the date hereof in accordance with its terms. This Assignment is given pursuant to and subject to the Asset Purchase Agreement, and, in the event of any conflict between the terms of this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

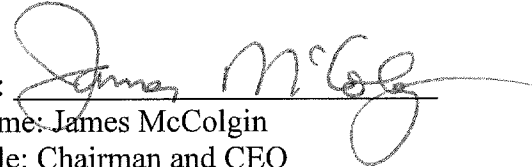
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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers effective as of the date first written above.

VESTURE CORPORATION

PHASE CHANGE ENERGY SOLUTIONS, INC.,

By:   
Name: Byron C. Owens  
Title: President

By:   
Name: James McColgin  
Title: Chairman and CEO

## APPENDIX A

### Marks

#### U.S. Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Status</u>
MICROICE	2,944,395	76/432,472	Registered
VESTURE	2,437,014	76/004,427	Registered
LAVABUNS	1,745,213	74/199,854	Registered

#### Canadian Trademark

<u>Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Status</u>
LAVABUNS	TMA404646	0687679	Registered