

ASSIGNMENT

We, Kailash C. Shukla, Edward F. Doyle,
Christopher I. Metcalfe, residing respectively at 114 Steele Lane,
Boxborough, MA 01719, 142 Scott Circle, Dedham, MA 02026,
18 Beech Street, Unit 1, Walpole, MA 02032,
having invented improvements in "A Burner and Burner/Emitter/Recuperator Assembly"*
and having this day executed an application for United States patent describing
the same and based thereon (and we hereby authorize our attorney(s), authorized
to prosecute said application, to here insert the filing date and serial number
of said application, when known, Serial No. 09/483,043, Filed 1/13/00),
for good and valuable consideration, receipt of which is hereby acknowledged
from Thermo Power Corporation a Massachusetts
corporation having its principal place of business in
Waltham, Massachusetts hereinafter called the Assignee
(which term shall include its successors and assigns) do hereby sell, assign
and transfer unto the Assignee our entire right, title, and interest, in and
throughout the United States of America (including its territories and depend-
encies) and all countries foreign thereto, in and to and under said application
(which term shall include hereinafter where the context so admits all division-
al, continuing, reissue and other patent applications based thereon) and the
inventions (which term shall include each and every such invention, or any part
thereof) therein described, and any and all patents and like rights of exclu-
sion (including extensions thereof) of any country which may be granted on or
for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto
the Assignee all our rights under the International Convention for the Protec-
tion of Industrial Property and all other treaties of like purpose in respect
of said inventions and said application and we do hereby authorize the Assignee
to apply in our names or its own name for patents and like rights of exclusion
on or for said inventions in all countries, claiming (if the Assignee so de-
sires) the priority of the filing date of said application under the provisions
of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for
ourselves and for our respective heirs, executors and administrators, promptly
upon request of the Assignee, to execute and deliver without further compensa-
tion any power of attorney, assignment, original, divisional, continuing, re-
issue or other application or applications for patent or patents or like
rights of exclusion of any country, or other lawful documents and any further
assurances that may be deemed necessary or desirable by the Assignee fully to
secure to it said right, title, and interest as aforesaid in and to said in-
ventions, application, and said several patents and like rights of exclusion,
or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the
United States of America and the corresponding Officer of each country foreign
thereto to issue to the Assignee any and all patents and like rights of ex-
clusion which may be granted in any country upon said application or on or for
said inventions;

*For Direct Energy Conversion Power Sources"

DOCKET
NO.

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TP 9915

PATENT
REEL: 010586 FRAME: 0766

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

Kailash C. Shukla

Kailash C. Shukla

Edward F. Doyle

Edward F. Doyle

Christopher I. Metcalfe

Christopher I. Metcalfe

State of Massachusetts
County of Middlesex ss.

Before me this 02 day of February,
2000, personally appeared Kailash C. Shukla, who is to me
personally known, and acknowledged the foregoing instrument to be his free
act and deed.

SEAL

Dorine M. Cormier 7/2/00
NOTARY PUBLIC

DORINE M. CORMIER, Notary Public
My Commission Expires August 14, 2003

State of Massachusetts
County of Middlesex ss.

Before me this 12 day of January,
2000, personally appeared Edward F. Doyle, who is to me
personally known, and acknowledged the foregoing instrument to be his free
act and deed.

SEAL

Dorine M. Cormier 1/12/2000
NOTARY PUBLIC

DORINE M. CORMIER, Notary Public
My Commission Expires August 14, 2003

State of Massachusetts
County of Middlesex ss.

Before me this 12 day of January,
2000, personally appeared Christopher I. Metcalfe, who is to me
personally known, and acknowledged the foregoing instrument to be his free
act and deed.

SEAL

Dorine M. Cormier 1/12/2000
NOTARY PUBLIC

DORINE M. CORMIER, Notary Public
My Commission Expires August 14, 2003

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DOCKET
NO.

TP 9915

RECORDED: 02/11/2000

PATENT
REEL: 010586 FRAME: 0767