

REEL: 012421 FRAME: 0951

## ASSIGNMENT

WHEREAS WE, **LEBOE, David** of 2156 West 15<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V6K 2Y5 and **CORLESS, Adrian J.** of 103 College Court, New Westminster, British Columbia, Canada, V3L 1K8 (hereinafter called the "Assignors"), are the inventors of certain inventions or improvements described and claimed in the application for United States Letters Patent executed concurrently herewith and entitled:

### **FUEL CELL THERMAL MANAGEMENT SYSTEM AND METHOD**

AND WHEREAS, **CELLEX POWER PRODUCTS, INC.**, (hereinafter called the "Assignee") whose full post office address is 220 - 13155 Delf Place, Richmond, British Columbia, Canada, V6V 2A2, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements, and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries;

NOW THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the Assignors, do hereby sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said inventions or improvements and said application, and any and all continuations, divisions, renewals of or substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent; and we assign to and authorize the Assignee to file in our names applications for Letters Patent for said inventions or improvements in all countries, the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us, had this assignment, sale and transfer not been made;

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and we agree to communicate to the Assignee, or its nominees, all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any official of any country or countries foreign to the United States of America whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, any and

all Letters Patent for said inventions or improvements, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment.

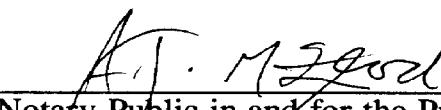
EXECUTED at RICHMOND, British Columbia this 6<sup>TH</sup> day of SEPTEMBER, 2001.

  
DAVID LEBOE

NOTARIAL CERTIFICATE

On this 6<sup>TH</sup> day of SEPTEMBER, 2001, before me, personally appeared DAVID LEBOE, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.

ANDREW J. McLEOD  
*Barrister & Solicitor*  
BLAKE, CASSELS & GRAYDON LLP  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, B.C. V7X 1L3  
(604) 681-3309

  
Notary Public in and for the Province of British Columbia, Canada.  
My Commission is for life.

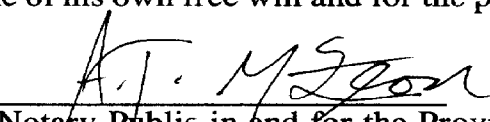
EXECUTED at RICHMOND, British Columbia this 6<sup>TH</sup> day of SEPTEMBER, 2001.

  
ADRIAN J. CORLESS

NOTARIAL CERTIFICATE

On this 6<sup>TH</sup> day of SEPTEMBER, 2001, before me, personally appeared ADRIAN J. CORLESS, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.

ANDREW J. McLEOD  
*Barrister & Solicitor*  
BLAKE, CASSELS & GRAYDON LLP  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, B.C. V7X 1L3  
(604) 681-3309

  
Notary Public in and for the Province of British Columbia, Canada.  
My Commission is for life.


STATEMENT OF ACCEPTANCE

The foregoing Assignment is hereby accepted:

CELLEX POWER PRODUCTS, INC.

(C/S)

By:  
Title:  
Date:

  
President  
SEPT 6/01