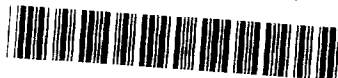


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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Docket No. 04813.0026.NPUS00

102054968

To the Honorable Commissioner of Patents and Trademarks 102054968 d original documents or copy thereof.

1. Name of conveying party(ies):
Jeffrey A. Colborn and Stuart I. Smedley
3-29-02
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party:
Name: Metallic Power, Inc.

Internal Address: 2320 Camino Vida Roble

City: Carlsbad State: CA Zip: 92009

Street Address: Same as above

City: _____ State: _____ Zip: _____

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: March 13, 2002

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s): 10/058,231

B. Patent No(s): _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert C. Laurenson

Internal Address: **HOWREY SIMON ARNOLD & WHITE, LLP**
Box No. 34
301 Ravenswood Avenue
Menlo Park, CA 94025

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: **08-3038**

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date: March 21, 2002

Robert C. Laurenson, Reg No. 34,206

Total number of pages including cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

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FINANCE SECTION

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

ASSIGNMENT

WHEREAS, we, **JEFFREY A. COLBORN**, a citizen of the United States, residing at 2015 Edinburg Avenue, Cardiff by the Sea, CA 92007, and **STUART I. SMEDLEY**, a citizen of the United Kingdom, residing at 241 Camino del Postigo, Escondido, CA 92029, have made new and useful improvements in **METHODS OF USING FUEL CELL SYSTEM CONFIGURED TO PROVIDE POWER TO ONE OR MORE LOADS**, for which an application for Letters Patent of the United States was filed on October 19, 2001, as Application No. **10/058,231**.

WHEREAS, **METALLIC POWER, INC.**, having a place of business at **2320 Camino Vida Roble, Carlsbad, California 92009**, and who, together with its successors and assigns (“Assignee”) is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited.

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said application for Letters Patent of the United States, including all claims, if any, for infringement prior to the date of this assignment, the inventions and discoveries described therein, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.
2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conception, disclosures, and reduction to practice of said inventions and discoveries; and to testify as to the same in any interference or other litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of March, 2002.


Jeffrey A. Colborn

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SS:

On this 13th day of March, 2002, before me personally appeared **Jeffrey A. Colborn**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

(SEAL)




NOTARY PUBLIC

My Commission Expires: 04/29/05

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of March, 2002.

Stuart I. Smedley
Stuart I. Smedley

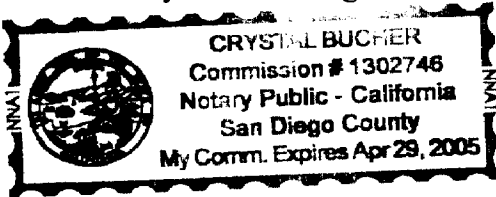
STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SS:

On this 13th day of March, 2002, before me personally appeared **Stuart I. Smedley**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

(SEAL)

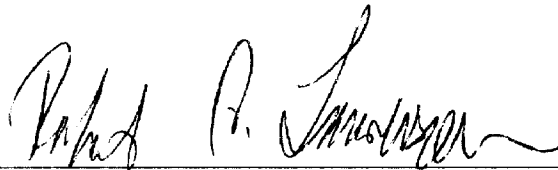


Crystal Bucher
NOTARY PUBLIC

My Commission Expires: 04/29/05

The U.S. Patent and Trademark Office is hereby authorized to charge \$40.00, and charge any fee deficiency or credit any overpayment, to our Deposit Account No. **08-3038**, referencing Docket No. **04813.0026.NPUS00**.

Respectfully submitted,



Robert C. Laurenson, Reg. No. 34,206

Dated: March 21, 2002.

HOWREY SIMON ARNOLD & WHITE, LLP
Box No. 34
301 Ravenswood Avenue
Menlo Park, CA 94025
Facsimile: (650) 463-8400
Telephone: (949) 759-5269