

04-30-2002

FORM PTO-1595  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Docket No. 04813.0028.NPUS00

102072665

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

1. Name of conveying party(ies):  
Jeffrey A. Colborn, Martin de Tezanos Pinto and Stuart I. Smedley  
*H.15.02*  
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 29, 2002 (MTP), April 1, 2002 (JAC) and April 2, 2002 (SIS)

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): 10/066,544 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

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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.  
*[Signature]*  
Date: April 5, 2002  
Robert C. Laurenson, Reg No. 34,206  
Total number of pages including cover sheet: 5

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

04/29/2002 6TON11 00000291 083038 10066544  
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**ASSIGNMENT**

WHEREAS, we, **JEFFREY A. COLBORN**, a citizen of the United States, residing at 2015 Edinburg Avenue, Cardiff by the Sea, CA 92007, **MARTÍN DE TEZANOS PINTO**, a citizen of Argentina, residing at 2370 Rising Glen Way, #103, Carlsbad, CA 92008 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 **FUEL CELL SYSTEM**, for which an application for Letters Patent of the United States was filed on October 19, 2001. as Application No. **10/066,544**.

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 1<sup>st</sup> day of April, 2002.

Jeffrey A. Colborn  
Jeffrey A. Colborn

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SS:

On this 2 day of April, 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.

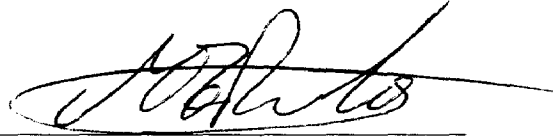
(SEAL)



Crystal Bucher  
NOTARY PUBLIC

My Commission Expires: 04/29/05

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 29<sup>th</sup> day of MARCH, 2002.



**Martín de Tezanos Pinto**

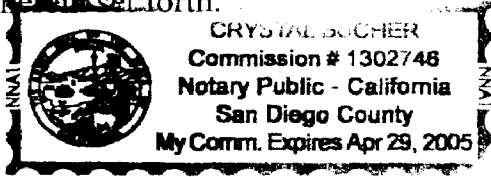
STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SS:

On this 2 day of April, 2002, before me personally appeared **Martín de Tezanos Pinto**, 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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 2nd day of April, 2002.

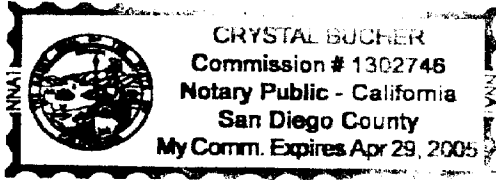
Stuart I. Smedley  
**Stuart I. Smedley**

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 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