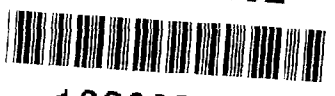


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Patent and Trademark Office

Docket No. 04813.0031.NPUS00

102085573

and original documents or copy thereof.

1. Name of conveying party(ies):
Jeffrey A. Colborn

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name

Other _____

Execution Date: March 29, 2002

City: Carlsbad State: CA Zip: 92009

Street Address: Same as above

City: _____ State: _____ Zip: _____

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

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): 10/085,477

Additional numbers attached? Yes No

B. Patent No(s): _____

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

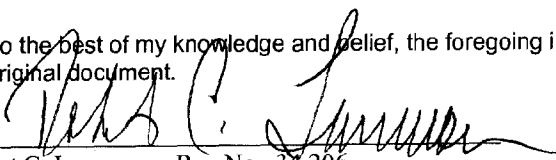
7. Total fee (37 CFR 3.41): \$ 40.00

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.


Robert C. Laurenson, Reg No. 34,206

Date: April 22, 2002

Total number of pages including cover sheet: 4

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PATENT
REEL: 012864 FRAME: 0898

ASSIGNMENT

WHEREAS, I, **JEFFREY A. COLBORN**, a citizen of the United States, residing at 2015 Edinburg Avenue, Cardiff by the Sea, California 92007, have made new and useful improvements in **METHOD OF AND SYSTEM FOR COOLING A BACKUP POWER SYSTEM**, for which an application for Letters Patent of the United States was filed on February 26, 2002, as Application No. **10/085,477**.

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 29th day of

March, 2002.


Jeffrey A. Colborn

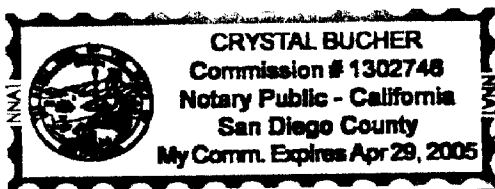
STATE OF CALIFORNIA

SS:

COUNTY OF SAN DIEGO

On this 29th 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