

07-16-2002



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

Record the attached

1. Name of conveying party(ies):

(1) Rob BAUMERT; (2) Craig GREENHILL
(3) Henry H. VOSS; (4) Brian WELLS

Additional name(s) of conveying party(ies) attached?
 Yes No *07/10/02*

2. Name and address of receiving party(ies)

Name: XCELLSIS GmbH
Neue Strasse 95
73230 Kirchheim/Teck-Nabern
Germany

and

BALLARD POWER SYSTEMS INC.
9000 Glenlyon Parkway
Burnaby, BC V5J5J9
CANADA

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

3. Nature of Conveyance:

 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: (1) 01/25/01; (2) 03/12/02; (3) 02/21/02; (4) 03/04/02

4. Application number(s) or patent number(s): **09/927,917**

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
09/927,917 filed August 13, 2001

B. Patent No(s).

Additional numbers attached? Yes No

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

CROWELL & MORING, L.L.P.
P.O. Box 14300
Washington, D.C. 20044-4300

6. Total number of applications and patents involved:

7. Total Fee (37 CFR 3.41): \$ 40.00
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 05-1323
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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.

Gary R. Edwards
Name Gary R. Edwards Reg. No. 31,824

July 10, 2002
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS, AND DOCUMENT: 9

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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto:

XCELLSIS GmbH
Neue Strasse 95
73230 Kirchheim/Teck-Nabern, GERMANY

and

BALLARD POWER SYSTEMS INC.
9000 Glenlyon Parkway
Burnaby, BC V5J5J9, CANADA

(hereinafter ASSIGNEE) all right, title and interest for the United States, its territories and possessions in and to his invention relating to:

VEHICLE WITH A FUEL CELL SYSTEM AND METHOD FOR OPERATING THE SAME

as set forth in his United States Patent Application (check one):

 X Serial No. 09/927,917, filed August 13, 2001,

in and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States, which may issue on any such application or for said invention, including any and all reissues or extensions thereof, to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made.

Each of the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters patent to said ASSIGNEE, its successors or assigns in accordance herewith.


Each of the undersigned warrants and covenants that he has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith.

Each of the undersigned further covenants and agrees he will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to said invention or patent application and that he will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said invention, to said application including divisions and continuations thereof and to any and all Letters Patent which may be granted therefor or thereon, including reissues or extensions, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent of the United States for said invention.

Each of the undersigned hereby grants the firm of **CROWELL & MORING, L.L.P.**, or any partner thereof, the power to insert into this Assignment any further identification, which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

INVENTOR: Rob BAUMERT
Citizenship: Canadian
Post Office Address/ 11123 Del Diablo Way
Residence: San Diego, CALIFORNIA 92129

Jan. 25/2002
(date)


(signature of 1st inventor)

INVENTOR: Craig GREENHILL
Citizenship: Canadian
Post Office Address/ 4651 Mahood Drive
Residence: Richmond, British Columbia
CANADA V7E 5R2

(date)

(signature of 2nd inventor)

INVENTOR: Henry H. VOSS
Citizenship: Canadian
Post Office Address/ 1218 Haywood Avenue
Residence: West Vancouver, British Columbia
CANADA V7T 1V1

(date)

(signature of 3rd inventor)

INVENTOR: Brian WELLS
Citizenship: Canadian
Post Office Address/ #23-704 West 7th Avenue
Residence: Vancouver, British Columbia
CANADA V5Z 1B6

(date)

(signature of 4th inventor)

Note: Prima facie evidence of execution may optionally be obtained by execution of this document before a U.S. Consul or before a local officer authorized to administer oaths whose authority is proved by a certificate from a U.S. Consul.

ASSIGNMENT*expected**per phone
mar 12.*

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto:

XCELLSIS GmbH
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73230 Kirchheim/Teck-Nabern, GERMANY

and

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X Serial No. 09/927,917, filed August 13, 2001,

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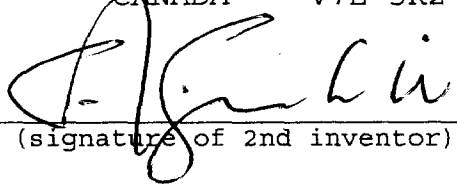
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(date) (signature of 1st inventor)

INVENTOR: Craig GREENHILL
Citizenship: Canadian
Post Office Address/ 4651 Mahood Drive
Residence: Richmond, British Columbia
CANADA V7E 5R2

2002 MAR 12
X


X

(date) (signature of 2nd inventor)

INVENTOR: Henry H. VOSS
Citizenship: Canadian
Post Office Address/ 1218 Haywood Avenue
Residence: West Vancouver, British Columbia
CANADA V7T 1V1

(date) (signature of 3rd inventor)

INVENTOR: Brian WELLS
Citizenship: Canadian
Post Office Address/ #23-704 West 7th Avenue
Residence: Vancouver, British Columbia
CANADA V5Z 1B6

(date) (signature of 4th inventor)

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(date) (signature of 1st inventor)

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Residence: Richmond, British Columbia
CANADA V7E 5R2

(date) (signature of 2nd inventor)

INVENTOR: Henry H. VOSS
Citizenship: Canadian
Post Office Address/ 1218 Haywood Avenue
Residence: West Vancouver, British Columbia
CANADA V7T 1V1

February 21, 2002

(date) (signature of 3rd inventor)

INVENTOR: Brian WELLS
Citizenship: Canadian
Post Office Address/ #23-704 West 7th Avenue
Residence: Vancouver, British Columbia
CANADA V5Z 1B6

(date) (signature of 4th inventor)

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Residence: West Vancouver, British Columbia
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INVENTOR: Brian WELLS
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March 4, 2002 Brian Wells
(date) (signature of 4th inventor)

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