

FORM PTO-1595 (modified)

11-26-2002

(Rev 6-93)

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102294436

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Matthias Gottmann
James F. McElroy

2. Name and address of receiving party(ies):

Ion America Corporation
P.O. Box 97
Moffett Field, CA 94035-0097

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

11/7/02; 11/15/02

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is: 11/7/02;
11/15/02

A. Patent Application Number(s):

Unassigned

B. Patent Number(s):

Additional numbers attached? NO

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

Harold C. Wegner
FOLEY & LARDNER
Washington Harbour
3000 K Street, N.W., Suite 500
Washington, D.C. 20007-5143

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 19-0741

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Stephen B. MacBris
~~Harold C. Wegner~~

11/20/02

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

11/23/2002 LNUELLER 00000149 10300021

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ASSIGNMENT AND AGREEMENT

WHEREAS, Matthias Gottmann of 684 Torreya Avenue, Sunnyvale, CA, and **James F. McElroy** of 278 Halladay Avenue East, Suffield, CT 06078; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **A Load Matched Power Generation System Including A Solide Oxide Fuel Cell and a Heat Pump and an Optional Turbine** (Atty. Dkt. No. 079173-0105) for which an application for United States Letters Patent was filed concurrently herewith as Application No. Unassigned; and

WHEREAS, Ion America Corporation, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at P.O. Box 97, Moffett Field, CA 94035-0097 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors 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 ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

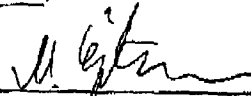
ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for Interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in 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.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

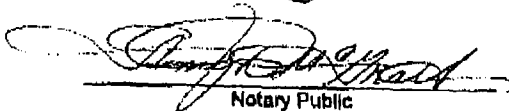
Executed this 15th day of November, 2002.



MATTHIAS GOTTMANN

State of California }
County of Santa Clara } ss.

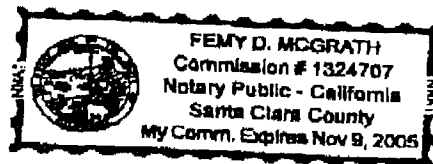
On this 15th day of November, 2002, before me, a notary public in and for said county, appeared MATTHIAS GOTTMANN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and ~~he~~ she acknowledged that ~~he~~ she signed, sealed, and delivered the said instrument as ~~his~~ her free and voluntary act for the uses and purposes therein set forth.



Notary Public

My Commission Expires: Nov 9, 2005

(Seal)

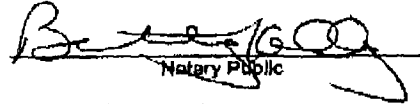


Executed this 7 day of November, 2002


JAMES F. MCELROY

State of Connecticut
County of Hartford)ss.

On this 7 day of November, 2002, before me, a notary public in and for said county, appeared JAMES F. MCELROY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.


Notary Public

My Commission Expires:
BETTY KELLY
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2004

(Seal)