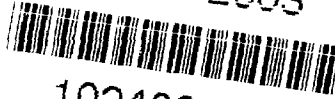


FORM PTO-1595 (modified)

(Rev 6-93)

RECO'

04-03-2003



102409060

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

EET

To the Director of the United States Patent and Trademark Office

ached original documents or copies thereof.

1. Name of conveying party(ies):

Matthias GOTTMANN - 3/21/03
 James Frederick MCELROY - 3/20/03
 Fred MITLITSKY - 3/21/03
 K.R. SRIDHAR - 3/21/03

3.24.03

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

SEE ABOVE

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

ION AMERICA CORPORATION
 P.O. Box 97
 Moffett Field, CA 94035-0097

1064 U.S. PTO
 10/394202
 03/24/03

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: 3/20/03;
 3/21/03

A. Patent Application Number(s):

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

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

for LEON RADOMSKY
Harold C. Wegner

Signature

Date

Name of person signing

Total number of pages including cover sheet, attachments, and document: 9

002.988458.1

02/28/2003 WABRHAM1 00000010 10394202

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PATENT
 REEL: 013905 FRAME: 0569

ASSIGNMENT AND AGREEMENT

WHEREAS, Matthias GOTTMANN of 684 Torrey Avenue, Sunnyvale, CA 94086; **James Frederick MCELROY** of 278 Halladay Avenue East, Suffield, CT 06078; **Fred MITLITSKY** of 1125 Canton Avenue, Livermore, CA 94550-5523, and **K.R. SRIDHAR** of 18351 Overlook Road, Los Gatos, CA 95030; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **SORFC POWER AND OXYGEN GENERATION METHOD AND SYSTEM** (Atty. Dkt. No. 079173-0110) for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; 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 21 day of March, 2003.



MATTHIAS GOTTMANN

State of California)
County of Santa Clara) ss.

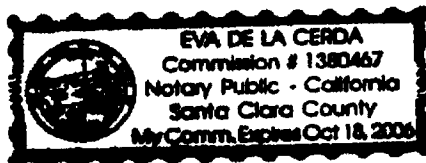
On this 21 day of March, 2003, before me, a notary public in and for said county, appeared MATTHIAS GOTTMANN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Notary Public

My Commission Expires: OCT 18, 2006

(Seal)



Executed this _____ day of _____, 20____.

State of _____
County of _____) ss.

JAMES FREDERICK MCELROY

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared JAMES FREDERICK 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: _____

(Seal)

Executed this 21 day of March, 2003.State of California
County of Santa Clara) ss.

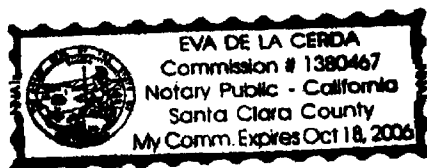
FRED MITLITSKY

On this 21 day of March, 2003, before me, a notary public in and for said county, appeared FRED MITLITSKY, 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: OCT 18, 2006

(Seal)



Executed this 21 day of March, 2003.

K.R. SRIDHAR

K.R. SRIDHAR

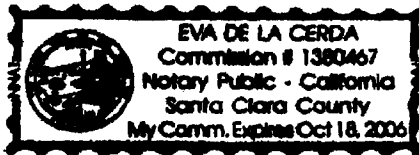
State of California
County of Santa Clara ss.

On this 21 day of March, 2003, before me, a notary public in and for said county, appeared K.R. SRIDHAR, 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.

[Signature]
Notary Public

My Commission Expires: OCT 18, 2006

(Seal)



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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.

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Executed this ____ day of _____, 20__.

MATTHIAS GOTTMANN

State of _____)
)ss.
County of _____)

On this ____ day of _____, 20__, 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: _____

(Seal)

Executed this 20th day of March, 2002

State of CT)
County of Hartford) ss.


JAMES FREDERICK MCELROY

On this 20th day of March, 2002, before me, a notary public in and for said county, appeared JAMES FREDERICK 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: DONNA M. CHAISSON
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2002

Executed this _____ day of _____, 20____.

State of _____)
County of _____) ss.

FRED MITLITSKY

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared FRED MITLITSKY, 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: _____

(Seal)

PATENT
REEL: 013905 FRAME: 0577