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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Masahiro Mohri (06/17/2003), Yosuke Fujii (06/17/2003), Hiromichi Yoshida (06/17/2003), Daisuke Wachi (06/17/2003), and Shuhei Goto (06/17/2003)

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Honda Giken Kogyo Kabushiki Kaisha
Internal Address: _____
Street Address:
1-1 Minami Aoyama 2 chome
Minato-ku
City: Tokyo
Country: Japan Zip: 107-8566
Additional name(s) & address(es) attached: Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: see Box 1, conveying parties

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the new application is: _____
A. Patent Application No.(s)
10/454215
Additional numbers attached? Yes No


B. Patent No.(s): _____

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Anthony A. Laurentano
LAHIVE & COCKFIELD, LLP
Internal Address: Atty. Dkt.: TOW-026
Street Address:
28 State Street
City: Boston State: MA Zip: 02109

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
 Authorized to be charged to credit card (Form 2038 enclosed)
8. Deposit account number: 12-0080
(Attach duplicate copy of this page if paying by deposit account)

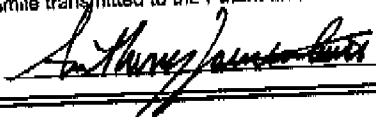
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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Anthony A. Laurentano - 38 220  January 8, 2004
Name of Person Signing Signature Date

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

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no (703) 306-5995, on the date shown below

Dated January 8, 2004 Signature  (Anthony A. Laurentano)

CH \$40.00 120080 10454215

ASSIGNMENT

THIS ASSIGNMENT, made by the following co-inventors (hereinafter referred to as the assignors):

<u>CO-INVENTOR</u>	<u>RESIDENCE ADDRESS</u>
Masahiro MOHRI	c/o KABUSHIKI KAISHA HONDA GIJUTSU KENKYUSHO, 4-1, Chuo 1-chome, Wako-shi, Saitama-ken 351-0193, JAPAN
Yosuke FUJII	c/o KABUSHIKI KAISHA HONDA GIJUTSU KENKYUSHO, 4-1, Chuo 1-chome, Wako-shi, Saitama-ken 351-0193, JAPAN
Hironichi YOSHIDA	c/o KABUSHIKI KAISHA HONDA GIJUTSU KENKYUSHO, 4-1, Chuo 1-chome, Wako-shi, Saitama-ken 351-0193, JAPAN
Daisuke WACHI	c/o KABUSHIKI KAISHA HONDA GIJUTSU KENKYUSHO, 4-1, Chuo 1-chome, Wako-shi, Saitama-ken 351-0193, JAPAN
Shuhei GOTO	c/o KABUSHIKI KAISHA HONDA GIJUTSU KENKYUSHO, 4-1, Chuo 1-chome, Wako-shi, Saitama-ken 351-0193, JAPAN

WITNESSETH:

WHEREAS, the said assignors have invented certain new and useful improvements in
FUEL CELL AND FUEL CELL STACK, set forth in an
 application for Letters Patent of the United States, executed concurrently herewith, and

WHEREAS, HONDA GIKEN KOGYO KABUSHIKI KAISHA, a corporation duly organized under and pursuant to the
 laws of the State of Japan, and having its principal place of business at 1-1, Minami Aoyama
2-chome, Minato-ku, Tokyo 107-8556, JAPAN
 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in
 and to said inventions and said application for Letters Patent of the United States, and in and to any
 Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and
 sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold,
 assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto
 the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and
 to the above mentioned inventions, application for Letters Patent, and any and all Letters Patent or
 Patents in the United States of America and all foreign countries which may be granted therefor and
 thereon, and in and to any and all divisions, continuations, and continuations-in-part of said
 application, or reissues or extensions of said Letters Patent or Patents, and all rights under the
 International Convention for the Protection of Industrial Property, the same to be held and enjoyed
 by the said assignee, for its own use and behoof and the use and behoof of its successors, legal
 representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents
 may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors,
 had this sale and assignment not been made.

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AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above mentioned, and that the same are unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent for said inventions in any of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee, as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Signed at Tochigi-ken, JAPAN this 17th day of Jun, 2003

Masahiro Mohri
Masahiro MOHRI

Witness:

Takeshi Inotsume
Takeshi INOTSUME

Signed at Tochigi-ken, Japan this 17th day of Jun, 2003

Yosuke Fujii
Yosuke FUJII

Witness:

Takeshi Inotsume
Takeshi INOTSUME

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17th

June, 2003

Signed at Tochigi-ken, JAPAN this 17th day of June, 2003

Hironichi Yoshida
Hironichi YOSHIDA

Witness:

Takeshi Inotsume
Takeshi INOTSUME

17th

June, 2003

Signed at Tochigi-ken, JAPAN this 17th day of June, 2003

Daisuke Wachi
Daisuke WACHI

Witness:

Takeshi Inotsume
Takeshi INOTSUME

17th

June, 2003

Signed at Tochigi-ken, JAPAN this 17th day of JUNE, 2003

Shunei Goto
Shunei GOTO

Witness:

Takeshi Inotsume
Takeshi INOTSUME

PATENT