

FORM PTO-1595 (modified)

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U.S. DEPARTMENT OF COMMERCE


Patent and Trademark Office

FRONT SHEET
-Y

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): **7-18-03**
James Frederick MCELROY
K.R. SRIDHAR



Additional conveying party(ies) **NO**

2. Name and address of receiving party(ies):
ION AMERICA CORPORATION
P.O. Box 97
Moffett Field, CA 94035-0097

3. Nature of conveyance:
ASSIGNMENT

Execution Date:
5/3/03; 7/16/03

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:
 A. Patent Application Number(s):
10/428,804

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 **Harold C. Wegner**

7/18/03

Name of person signing

Signature

Date

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

ASSIGNMENT AND AGREEMENT

WHEREAS, James Frederick MCELROY of 278 Halladay Avenue East, Suffield, CT 06078; 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 **FUEL CELL FOR AIRSHIP POWER GENERATION AND HEATING** (Atty. Dkt. No. 079173-0121) 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 3RD day of MAY, 2003.


JAMES FREDERICK MCELROY

State of Connecticut
County of Hartford)ss.

On this 3rd day of May, 2003, 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: Nov. 30, 2007

(Seal)

ANNE M. ROSSI
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2007



Executed this 16 day of July, 2003.

K.R. Srividhan

K.R. SRIDHAR

State of California
County of Santa Clara) ss.

On this 16th day of July, 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.

Femy D. McGrath
Notary Public

My Commission Expires: Nov 9, 2005

(Seal)

