

Docket No. 103025-50441 (2002-22 R)

**Recordation Form Cover Sheet**  
**PATENTS ONLY**

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

1. Name of the conveying party (ies):

Shailesh A. Shah and Michael T. Kelly

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

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

Name: **Millennium Cell, Inc.**

Street Address: One Industrial Way West  
Eatontown, New Jersey 07724

Nature of Conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: February 24, 2004

Additional name(s) attached? ☐ Yes ☒ No

4. Application or Registration Number(s)

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

A. Patent Application Numbers

**10/701,692**

B. Patent Registration Numbers

Additional Numbers attached? ☐ Yes ☒ No

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

Name: **Intellectual Property Docket Administrator**

Firm: **Gibbons, Del Deo Dolan, Griffinger & Vecchione**

Address: **One Riverfront Plaza**

City: **Newark** State: **N.J.** Zip: **07102-5497**

6. Total Number of applications and registrations involved: **1**

7. Total Fee:

☐ Enclosed (40.00)


☒ Authorized to be charged to Deposit Account

8. Deposit Account Number: **03-3839**

(attach duplicate copy of this page if paying by deposit account)

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

Name: David R. Padnes, Registration No. 28,384 Signature: 

Date: **March 1, 2004**

CH \$40.00 033839 10701692

103025-50441 (2002-22 R)

**ASSIGNMENT**

**WHEREAS, WE, Shailesh A. Shah** of 7 Emma Place, Eatontown, New Jersey 07724 and **Michael T. Kelly** of 3 Rutledge Court, Plainsboro, New Jersey 08356, (Assignors) have invented certain new and useful improvements which are described and claimed in applications for United States Patents filed herewith entitled

**HYDROGEN GENERATOR**

**WHEREAS, Millennium Cell, Inc.**, a corporation having its principal place of business at One Industrial Way West, Eatontown, New Jersey 07724, is desirous of acquiring the entire interest in and to said invention, said applications and all patents to be obtained therefrom.

**NOW, THEREFORE,** for and in consideration of valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, we have sold, assigned, and set over, and by these presents do hereby sell, assign and set over unto the said **Millennium Cell, Inc.** (Assignee), and said Assignee's legal representatives, successors, the entire right, title and interest, for the whole world, in and to said invention and said applications, as well as any subsequent application which claims priority based upon the filing date of any of said applications identified and the patents, both domestic and foreign, that may or shall result therefrom including the right to claim in respect of any subsequent United States and foreign patent applications and patents, the priority date of any of said applications under any United States statute and international convention or treaty; and we do hereby authorize and request the issuance of said patents, domestic and foreign, conformably to the terms of this Agreement.

**UPON SAID CONSIDERATION,** we do hereby covenant and agree with said Assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and so such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining provisional, original, continuation, continuation-in-part, divisional, reissued, re-examined or extended patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, including but not limited to, giving testimony in any proceedings or transactions involving such applications or patents, and executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of all parties hereto.

#742165 v1

103025-50441

**PATENT****REEL: 014388 FRAME: 0037**

Shailesh A. Shah  
Shailesh A. Shah

Date: 2/24/04

United States of America )  
State of New Jersey ss.:  
County of Monmouth

On this 24<sup>th</sup> day of February, 2004, before me  
personally came Shailesh A. Shah, to me known to be the individual described in and  
who executed the foregoing instrument, and acknowledged execution of the same.

CARRIE DWYER  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 8/20/2004

Carrie Dwyer  
Notary Public

Michael T. Kelly  
Michael T. Kelly

Date: 2/24/04

United States of America )  
State of New Jersey ss.:  
County of Monmouth

On this 24<sup>th</sup> day of February, 2004, before me  
personally came Michael T. Kelly, to me known to be the individual described in and  
who executed the foregoing instrument, and acknowledged execution of the same.

Carrie Dwyer  
Notary Public

CARRIE DWYER  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 8/20/2004

#742165 v1  
103025-50441

PATENT

RECORDED: 03/01/2004

REEL: 014388 FRAME: 0038