

09-12-2003



102547605

To the Honorable Commissioner of Patents and

documents or copy thereof.

1. Name of conveying party(ies):

Pennsylvania Electric Company

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

3. Nature of conveyance:

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

Execution Date:

2. Name and address of receiving party(ies)

Name: Reliant Energy Corporation

Internal Address: 1001 Broad Street

Johnstown, Pennsylvania 15907-1050

Street Address: 1001 Broad Street

City: Johnstown State: PA Zip: 15907

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

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

A. Patent Application No.(s)

B. Patent No.(s)

5,380,342

09/11/2003 ECUOPER 00000023 5380342

01 FC:021

40.00 DP

Additional numbers attached? ☐ Yes ☒ No

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

Name: William Lawrence Muckelroy, PC

Internal Address: 1901 N. Olden Avenue
Suite 3A

Trenton, New Jersey 08618

Street Address: 1901 North Olden Avenue
Suite 3A

City: Trenton State: NJ Zip: 08618

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

8. Deposit account number:

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

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.

William Lawrence Muckelroy

Name of Person Signing

Signature

Date

9/2/03

Total number of pages including cover sheet, attachments, and documents: 3

William Lawrence Muckelroy PC
A Professional Corporation
1901 N. Olden Avenue, Suite 3A
Trenton, New Jersey 08618
(609) 882-2111
William L. Muckelroy
Registration No. 26,961

In Re: Letters Patent of	:	U.S. PATENT AND TRADEMARK OFFICE
Joseph W. Leonard, III, et al.	:	
Patent No. 5,380,342	:	
Issue Date: 1/10/1995	:	
For: METHOD FOR CONTINUOUSLY	:	
CO-FIRING PULVERIZED COAL	:	
AND A COAL-WATER SLURRY	:	

ASSIGNMENT

WHEREAS, Pennsylvania Electric Company, c/o First Energy Corp., 76 South Main Street, Akron, Ohio 44308, hereinafter called the "Assignor", having acquired from Joseph W. Leonard, III, et al., the entire interest in all inventions disclosed in a Letters Patent of the United States entitled "Method for Continuously Co-Firing Pulverized Coal and a Coal-Water Slurry" and bearing Letters Patent No. 5,380,342 with an issue date of January 10, 1995; and

WHEREAS, Assignor has issued, assigned, or transferred to other entities licenses with limited rights to make and use all inventions disclosed in a Letters Patent of the United States entitled "Method for Continuously Co-Firing Pulverized Coal and a Coal-Water Slurry" and bearing Letters Patent No. 5,380,342 with an issue date of January 10, 1995 pursuant to certain cooperative research co-funding agreements, which enabled development of the inventions; and

WHEREAS, Assignor reserves a world-wide, unrestricted license to itself and any acquirer to make and use all inventions disclosed in a Letters Patent of the United States

entitled "Method for Continuously Co-Firing Pulverized Coal and a Coal-Water Slurry" and bearing Letters Patent No. 5,380,342 with an issue date of January 10, 1995; and

5 WHEREAS, Reliant Energy Northeast Management Company, 1001 Broad Street, Johnstown, Pennsylvania 15907-1050, hereinafter called the "Assignee", is desirous of acquiring the entire remainder of the interest of Pennsylvania Electric Company in all inventions disclosed in said Letters Patent; and

10 WHEREAS, the Assignee, agrees to promptly and timely pay all maintenance fees when due and whereas Assignee represents that it will maintain the Letters Patent in full force and effect for its full term and to hold Assignor and any acquirer harmless from any and all claims arising from any failure by Assignee or its assigns to maintain said Letters Patent for the full term thereof.

15 NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), the representations by the Assignee and other good and valuable considerations made to the Assignor by said Assignee, the receipt and sufficiency whereof is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto said Assignee, its successors and assigns, Assignor's remaining right, title, and interest (other than the license retained, as
20 described herein) throughout the world in and to all said inventions disclosed in said Letters Patent, including all priority rights for other countries arising from said Letters Patent; and in and to all substitutions, divisions, and continuations thereof; and in and to all Letters Patent, United States and foreign, that may be granted for said inventions; and in and to all extensions, renewals, and reissues thereof.

25 And Assignor does hereby authorize and request the Commissioner of Patents of the United States and the duly constituted authorities of foreign countries to issue any Letters Patent which may be granted on said inventions, on any applications related thereto, and on any substitute, continuing, divisional, or reissue applications, or any of
30 them, to said Assignee, its successors and assigns, as assignee of the entire right, title and interest therein and thereto.

And for the consideration aforesaid, Assignor does hereby, for itself and for its legal representatives, covenant and agree with said Assignee, its successors and assigns, that Assignee have the full extent of Assignor's right, title to the inventions above
5 described and hereby assigned, which title Assignor warrants unto said Assignee, its successors and assigns; that Assignor has granted to others no license to make, use, or sell said inventions; and that Assignor will not execute any instrument in conflict herewith.

10 And for the consideration aforesaid, Assignor does hereby for itself and for its legal representatives, further covenant and agree with said Assignee, its successors and assigns, that upon reasonable request and at Assignee's sole cost, it will execute substitute, continuing, divisional, or reissue applications, amended specifications, or
15 rightful oaths; communicate to said Assignee, its successors and assigns, any facts known to it relating to the said inventions or the history thereof, execute preliminary statements, testify in any interference or other legal proceedings involving said inventions; execute and deliver any application papers, assignments, or other instruments, and do all other acts which, in the opinion of counsel for said Assignee, may be necessary or convenient
20 to secure the grant of Letters Patent to said Assignee, its successors and assigns, or its nominees, in the United States and in all other countries where said Assignee may desire to have the said inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for said Assignee, and to vest and confirm in said Assignee, its successors and assigns, or its nominees, the remaining legal and
25 equitable title to all such inventions, applications, and Letters Patent, and to enable it to record said title, without further consideration than now paid but at the expense of said Assignee, its successors or assigns.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 25th day
of August, 2003.

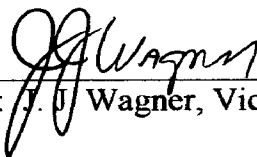
Pennsylvania Electric Company, Assignor



By: Earl T. Carey, Vice President

IN WITNESS WHEREOF I have hereunto set my hand and seal this 18th day
of August, 2003.

Reliant Energy Northeast Management Company,
Assignee



By: J. J. Wagner, Vice President

UNITED STATES OF AMERICA
State of Ohio
County of Summit ss:

BE IT REMEMBERED that on this 25th day of August, 2003,
before me, a Notary Public, personally appeared Earl T. Carey, who I am satisfied is the
person named in and who executed the foregoing instrument in my presence, and I
having first made known to him the contents hereof, he did acknowledge that he signed,
sealed and delivered the same as his voluntary act and deed for the uses and purposes
therein expressed.

(SEAL)


Notary Public

JACQUELINE S. COOPER, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

William Lawrence Muckelroy PC
A Professional Corporation
1901 N. Olden Avenue, Suite 3A
Trenton, New Jersey 08618
(609) 882-2111
William L. Muckelroy
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WHEREAS, Reliant Energy Northeast Management Company, 1001 Broad
5 Street, Johnstown, Pennsylvania 15907-1050, hereinafter called the "Assignee", is
desirous of acquiring the entire remainder of the interest of Pennsylvania Electric
Company in all inventions disclosed in said Letters Patent; and

WHEREAS, the Assignee, agrees to promptly and timely pay all maintenance
10 fees when due and whereas Assignee represents that it will maintain the Letters Patent in
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any and all claims arising from any failure by Assignee or its assigns to maintain said
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Assignor by said Assignee, the receipt and sufficiency whereof is hereby acknowledged,
Assignor does hereby sell, assign, and transfer unto said Assignee, its successors and
assigns, Assignor's remaining right, title, and interest (other than the license retained, as
20 described herein) throughout the world in and to all said inventions disclosed in said
Letters Patent, including all priority rights for other countries arising from said Letters
Patent; and in and to all substitutions, divisions, and continuations thereof; and in and to
all Letters Patent, United States and foreign, that may be granted for said inventions; and
in and to all extensions, renewals, and reissues thereof.

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the United States and the duly constituted authorities of foreign countries to issue any
Letters Patent which may be granted on said inventions, on any applications related
thereto, and on any substitute, continuing, divisional, or reissue applications, or any of
30 them, to said Assignee, its successors and assigns, as assignee of the entire right, title and
interest therein and thereto.

And for the consideration aforesaid, Assignor does hereby, for itself and for its legal representatives, covenant and agree with said Assignee, its successors and assigns, that Assignee have the full extent of Assignor's right, title to the inventions above
5 described and hereby assigned, which title Assignor warrants unto said Assignee, its successors and assigns; that Assignor has granted to others no license to make, use, or sell said inventions; and that Assignor will not execute any instrument in conflict herewith.

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15 rightful oaths; communicate to said Assignee, its successors and assigns, any facts known to it relating to the said inventions or the history thereof, execute preliminary statements, testify in any interference or other legal proceedings involving said inventions; execute and deliver any application papers, assignments, or other instruments, and do all other acts which, in the opinion of counsel for said Assignee, may be necessary or convenient
20 to secure the grant of Letters Patent to said Assignee, its successors and assigns, or its nominees, in the United States and in all other countries where said Assignee may desire to have the said inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for said Assignee, and to vest and confirm in said Assignee, its successors and assigns, or its nominees, the remaining legal and
25 equitable title to all such inventions, applications, and Letters Patent, and to enable it to record said title, without further consideration than now paid but at the expense of said Assignee, its successors or assigns.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 25th day
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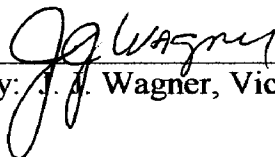
Pennsylvania Electric Company, Assignor



By: Earl T. Carey, Vice President

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of August, 2003.

Reliant Energy Northeast Management Company,
Assignee

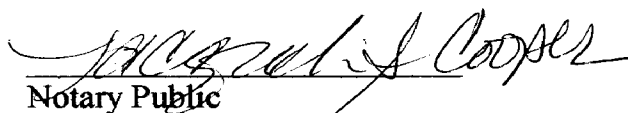


By: J. A. Wagner, Vice President

UNITED STATES OF AMERICA
State of Ohio
County of Summit ss:

BE IT REMEMBERED that on this 25th day of August, 2003,
before me, a Notary Public, personally appeared Earl T. Carey, who I am satisfied is the
person named in and who executed the foregoing instrument in my presence, and I
having first made known to him the contents hereof, he did acknowledge that he signed,
sealed and delivered the same as his voluntary act and deed for the uses and purposes
therein expressed.

(SEAL)


Notary Public

JACQUELINE S. COOPER, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.