Form PTO-1595 (Rev. 06/04) OMB No. 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERC United States Patent and Trademark Office
RECORDATION FORM COVER SHEET PATENTS ONLY	
Name of conveying party(les)/Execution Date(s):     Lynntech, Inc.	2. Name and address of receiving party(ies) Name: Lynntech Power Systems, Ltd. Internal Address:
Execution Date(s) May 25, 2004  Additional name(s) of conveying party(ies) attached? Yes No.  3. Nature of conveyance:  Assignment Merger  Security Agreement Change of Name	Street Address: 7607 Eastmark Drive Suite 102 City: College Station
Government Interest Assignment Executive Order 9424, Confirmatory License Other	State: Texas  Country: USA Zip: 77840  Additional name(s) & address(es) attached? Yes V No
A. Patent Application No.(s)	document is being filed together with a new application.  B. Patent No.(s)  6,733,913 Issued May 11, 2004
Additional numbers at 5. Name and address to whom correspondence concerning document should be mailed: Name: Jeffrey L. Streets / STREETS & STEELE	6. Total number of applications and patents involved:
Internal Address: Suite 355	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00  Authorized to be charged by credit card  Authorized to be charged to deposit account
Street Address: 13831 Northwest Frwy	Enclosed  None required (government interest not affecting title)
City: Houston	8. Payment Information
State: <u>Texas</u> Zip: 77040	a. Credit Card Last 4 Numbers Expiration Date
Phone Number: 713-939-9444 Fax Number: 713-939-9508	b. Deposit Account Number 50-0714/LYNN/0064.B
Email Address: docketing@patent-law.cc	Authorized User Name <u>Jeffrey L. Streets</u>
9. Signature:	July 21, 2004
Jeffrey L. Streets  Name of Person Signing	Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT REEL: 014871 FRAME: 0556

Atty. Dkt. No. LYNN/0064.B

## ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

LYNNTECH, INC.
 7607 Eastmark Drive, Suite 102
 College Station, Texas 77840

(hereinafter referred to as Assignor), has all rights, title and interest to a certain invention entitled:

## "FUEL CELL SYSTEM FOR LOW PRESSURE OPERATION"

for which application for Letters Patent in the United States was filed on April 9, 2002, under Serial No. 10/119,380 and now is U.S. Patent No. 6,733,913 issued on May 11, 2004; and

WHEREAS, Lynntech Power Systems, Ltd., a Limited Partnership of the State of Texas, having a place of business at 7607 Eastmark Drive, College Station, Texas 77840 (hereinafter referred to as Assignee), desires to acquire the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignor, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

- Said Assignor hereby sells, assigns, transfers and conveys to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.
- 2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignor shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor in providing such cooperation shall be paid for by said Assignee.

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- 3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor, his respective heirs, legal representatives and assigns.
- 4. Said Assignor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith. Notwithstanding, Assignee acknowledges that the U.S. Government has certain rights in this patent pursuant to Patent Rights Clause 52.227-11 (FAR).

IN WITNESS WHEREOF, the said Assignor has executed and delivered this instrument to said Assignee on the dates indicated below.

Dated: May 25, 2004

LYNNTECH, INC.

By: Oliver J. Murphy, President

STATE OF TEXAS ()
COUNTY OF BRAZOS ()

BEFORE ME, the undersigned notary public, personally appeared, OLIVER J. MURPHY, President of Lynntech, Inc., a Texas corporation, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same on behalf of said corporation for the purposes and considerations therein expressed, and in the capacity stated.

WITNESS MY HAND AND SEAL OF OFFICE on this 16th day of July, 2004.

Notary Public in and for the State of Texas

RICHARD D. TALBERT MY COMMISSION EXPIRES December 23, 2005

RECORDED: 07/21/2004

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