

FORM PTO-1595
(Rev. 6-93)

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

<p>1. Name of conveying party(ies) Hydrogen Energy Enterprises, LLC.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: World Hydrogen Energy, LLC.</p> <p>Internal Address:</p> <p>Street Address: 58-08 48th Street</p> <p>City: Maspeth State: NY Zip: 11370</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Dates: July 29, 2002</p>	

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:

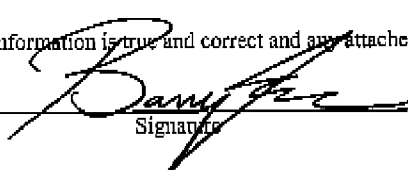
A. Patent Application No.(s) **09/932,014** B. Patent No.(s) **4,480,035, 6,090,266**

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Barry Evans, Esq.</p> <p>Internal Address: Kramer Levin Naftalis & Frankel LLP</p> <p>Street Address: 919 Third Avenue</p> <p>City: New York State: New York Zip: 10022</p>	<p>6. Total number of applications and patents involved 3</p> <p>7. Total fee (37 CFR 3.41) \$40.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account # 50-0540</p> <p>8. Deposit account number: 50-0540 (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Barry Evans, Esq.  **October 13, 2004**

Name of Person Signing Signature Date

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CH \$40.00 600640 09932014

ASSIGNMENT

This Assignment ("Assignment"), dated July 29, 2002, is entered into by and between HYDROGEN ENERGY ENTERPRISES, LLC a California limited liability company with offices at 7095 Hollywood Blvd. #1003, Hollywood, California 90028-8903 ("Assignor") and WORLD HYDROGEN ENERGY LLC a New York Limited Liability Company with offices at 58-08 48th Street, Maspeth, New York 11370 ("Assignee").

RECITALS

WHEREAS, Assignor is: the owner of United States Patents Nos. 4,480,035 and 6,090,266 and United States Patent Application No. 09/932,014; a sole or joint owner of PCT Application number PCT/GB00/00288; the sole or joint owner of any rights arising from the abandoned United States Patent No. 09/472,274; and any continuation, extension, renewal, divisional and foreign rights arising from all of the foregoing (collectively "Patent Rights");

WHEREAS, Assignor is the owner of rights to certain new know-how, technology, inventions, products, processes, methods, techniques, formulas, compositions, compounds, projects, developments, plans, research data; and clinical data relevant to the Patent Rights ("Technology Rights")(both Patent Rights and Technology Rights collectively referred to as "Technology and Patent Rights");

WHEREAS, pursuant to the terms and conditions of this Assignment, Assignor desires to assign all of its rights, title and interests in and to the Technology and Patent rights to Assignee, and Assignee desires to accept the assignment thereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties agree as follows:

1. Assignor hereby sells, assigns, and transfers all of its right, title and interest in the Technology and Patent Rights to Assignee. Assignee hereby accepts such assignment. Assignee shall have all of the rights of Assignor under law.
2. Assignor and its heirs, legal representatives, successors and assigns hereby agree to execute, without further consideration, such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to effect or affirm the assignment described herein and/or to comply with any laws, rules or regulations, including, without limitation, execution of documents necessary to affirm, maintain or renew public entity patenting, copyrighting or otherwise sanctioning the right, title and interest of Assignor in the Technology and Patent Rights.
3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any and all officials of any country, jurisdiction or

region outside of the United States delegated with regulatory authority over intellectual property to issue, transfer, renew, and/or divide from a joint patent application, the Technology and Patent Rights to Assignee for Assignee's sole use as fully and entirely as if the action were undertaken on behalf of Assignor had this assignment not been made.

4. This Assignment shall be binding upon and shall inure to the benefit of the Assignor and Assignee and their respective heirs, legal representatives, successors and assigns.

5. Assignor represents, and Assignee relies upon the representations, that

(a) Assignor is the owner of the Technology and Patent Rights;

(b) There are no actions, suits, proceedings, claims or investigations pending or, to the knowledge of Assignor, threatened against or affecting the Technology and Patent Rights or this Assignment in any court or before or by any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator, provided however that Assignor represents, and Assignee relies upon the representation, that the only potential actions, suits, proceedings, claims or investigations of which Assignor is aware are:

(i) an allegation by Roy McAlister that he is a joint inventor of United Stated Patent Application Ser. No. 09/472,274 and PCT Application number PCT/GB00/00288; and

(ii) an allegation that David Valentine, Hydrogen and Energy Enterprises, Inc. retain certain interests and rights in the Technology and Patent Rights; and

(iii) an allegation that Sukomal Roychowdhury retains certain interests and rights in the Technology and Patent Rights;

(c) Neither the execution, delivery, and performance of this Agreement: (i) will conflict with, violate, or result in a breach of any of the terms, conditions, or provisions of any law, regulation, order, writ, injunction, decree, determination, or award of any court, any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator, applicable to Assignor; (ii) will conflict with, violate, result in a breach of, or constitute a default under any of the terms, conditions, or provisions of the articles of incorporation, bylaws, shareholders agreement, partnership agreement, limited liability company agreement or operating agreement or of any material agreement or instrument to which Assignor is a party or by which Assignor is or may be bound; or (iii) will conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interests or rights, or require any consent, authorization, or approval under any indenture, mortgage, lease agreement, or instrument to which Assignor is a party or by which Assignor is or may be bound.

