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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1595 (Rev. 06/04)
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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Lynntech Power Systems, Ltd.

Execution Date(s) May 24, 2004

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

2. Name and address of receiving party(ies)

Name: Lynntech Industries, Ltd.

Internal Address: _____

Street Address: 7610 Eastmark Drive

Suite 105

City: College Station

State: TX

Country: USA Zip: 77840

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/785,569 60/475,740
09/993,401 10/862,118
09/774,390

B. Patent No.(s)

5,512,831 6,383,621
6,324,042
6,697,245

Additional numbers attached? Yes No

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

Name: Gregg J. Lallier

Internal Address: Udpike, Kelly & Spellacy

Street Address: One Century Tower
265 Church Street

City: New Haven

State: CT Zip: 06510

Phone Number: 203-786-8313

Fax Number: 203-786-8307

Email Address: glallier@uks.com

6. Total number of applications and patents involved:

9

7. Total fee (37 CFR 1.21(h) & 3.41) \$360.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

[Signature]
Signature

July 1, 2004
Date

Gregg J. Lallier
Name of Person Signing

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

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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

ASSIGNMENT OF PATENTS, PATENT APPLICATIONS, AND INVENTIONS

WHEREAS, Lynntech Power Systems, Ltd., a Limited Partnership of the State of Texas (hereinafter referred to as Assignor), has all rights, title and interest to the patents, patent applications and inventions identified in Exhibit A attached hereto; and

WHEREAS, Lynntech Industries, Ltd., a Limited Partnership of the State of Texas (hereinafter referred to as Assignee), desires to acquire the entire right, title and interest in and to said patents and patent applications, as well as the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered by said Assignor, and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in any and all countries and groups of countries; and

WHEREAS, Assignor and Assignee entered an agreement on May 24, 2004 regarding these patents, patent applications and inventions, wherein Assignor. agreed to sign and execute any documents necessary to effectuate that agreement and transfer the rights referred to in that agreement to Assignee; and

WHEREAS, Assignor desires to satisfy the all requirements of the May 24, 2004 agreement;

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

1. Said Assignor hereby sells, assigns, transfers and conveys to Assignee the full and exclusive right, title and interest (a) in and to said patents, patent applications and inventions; (b) in and to all rights to apply for patents on said inventions 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 patent applications filed and any and all patents granted on said inventions 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 inventions 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 patent applications; (c) for filing and prosecuting substitute, divisional, continuing or additional patent applications covering said inventions; (d) for filing and prosecuting applications for reissuance of any of said patents; (e) for interference or other priority proceedings involving said inventions; and (f) for legal proceedings involving said inventions 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.

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.

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

ASSIGNOR: LYNNTECH POWER SYSTEMS, LTD.

BY: LTI GROUP, LC, its general partner

May 24, 2004

BY: Oliver J. Murphy
Oliver J. Murphy, President

STATE OF TEXAS {
 {
COUNTY OF BRAZOS {

BEFORE ME, the undersigned notary public, personally appeared, OLIVER J. MURPHY, 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 for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE on this 21st day of June, 2004.

Notary Public in and for
the State of Texas Richard D. Talbert

My Commission Expires: 12-23-2006

Printed or stamped name of notary.

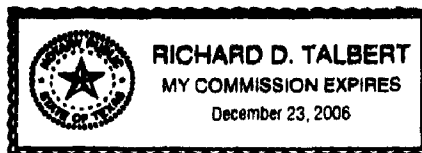


Exhibit A
Fuel Cell Test System Technology

Fuel cell testing equipment technologies developed by Lynntech, Inc., are included in the following issued and pending U.S. and international patents and patent applications. One or more inventions were made with Federal Government support under Small Business Innovation Research (SBIR) grants or contracts and the Federal Government has certain rights in the inventions, pursuant to the SBIR contracts or grants.

1. U.S. 5,512,831 – **Method and Apparatus for Testing Electrochemical Energy Conversion Devices**, Ser. No. 08/344,285 filed on Nov. 23, 1994 [Docket LYNN/1157]
No priority claim.
2. U.S. 6,324,042 B1 – **Electronic Load for the Testing of Electrochemical Energy Conversion Devices**, Ser. No. 09/267,803 filed on Mar. 12, 1999 [Docket LYNN/0094]
No priority claim.
- 2A. U.S. 6,697,245 B2 – **Electronic Load for the Testing of Electrochemical Energy Conversion Devices**, filed on Aug. 31, 2001 [Docket LYNN/0094.A]
Claims priority from U.S. Ser. No. 09/267,803, filed on Mar. 12, 1999.
- 2B. U.S. Ser. No. 10/785,569 – **Electronic Load for the Testing of Electrochemical Energy Conversion Devices**, filed on Feb. 24, 2004 [Docket Lynn/0094.B]
Claims priority from U.S. Ser. No. 09/267,803, filed on Mar. 12, 1999.
3. U.S. 6,383,671 B1 – **Gas Humidification Device for Operation Testing and Evaluation of Fuel Cells**, Ser. No. 09/392,060 filed on Sept. 8, 1999 [Docket LYNN/0089]
Claims priority from Provisional Application Ser. No. 60/099,465 filed on Sept. 8, 1998.
- 3A. U.S. Ser. No. 09/993,401 – **Gas Humidification Device for Operation Testing and Evaluation of Fuel Cells**, filed on Nov. 14, 2001 [Docket Lynn/0089.A]
Claims priority from U.S. Ser. No. 09/392,060 filed on Sept. 8, 1999.
4. U.S. Serial No. 09/774,390 – **Remote Change of State for Laboratory Equipment**, filed on Jan. 30, 2001 [Docket LYNN/0129]
No priority claim.
5. U.S. Serial No. 60/475,740 – **Distributed Control of Fuel Cell Operations**, filed on Jun. 4, 2003 [Docket LYNN/0183.P]
- 5A. U.S. Serial No. 10/862,118 – **Distributed Control of Fuel Cell Operations**, filed on Jun. 4, 2004 [Docket LYNN/0183]
Claims priority from U.S. Provisional Application Ser. No. 60/475,740 filed on Jun. 4, 2003.
- 5B. U.S. Serial No. Not Yet Available – **Distributed Control of Fuel Cell Operations**, filed on Jun. 4, 2004 [Docket LYNN/0183.PCT]
Claims priority from U.S. Provisional Application Ser. No. 60/475,740 filed on Jun. 4, 2003.