



A454 0015  
GNM/ccASSIGNMENT

WHEREAS WE,

1. GERARD FRANCIS McLEAN  
3895 Marine Drive  
West Vancouver, British Columbia, V7V 1N3  
Canada
2. TRAN NGO  
#905, 3755 Barlett Court  
Burnaby, British Columbia, V3J 7G7  
Canada
3. NED DJILALI  
2110 Wenman Drive  
Victoria, British Columbia, V8N 2S2  
Canada
4. ANNA STUKAS  
1536 Vining Street  
Victoria, British Columbia, V8R 1R1  
Canada
5. SCHROOTEN, Jeremy  
8653 Henderson Street  
Mission, British Columbia, V2V 7P9  
Canada

(collectively, the "Assignors"), whose full post office addresses are respectively as set out above, are the inventors of certain inventions or improvements described and claimed in the application for United States Patent Application No. 11/047558 filed on 2 February 2005 and entitled:

MEMBRANES AND ELECTROCHEMICAL CELLS  
INCORPORATING SUCH MEMBRANES

AND WHEREAS, ANGSTROM POWER INCORPORATED, ("Assignee") whose full post office address is 106-980 West 1<sup>st</sup> Street, North Vancouver, British Columbia, V7P 3N4, Canada, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements, and in and to the said application, and in, to and under all Letters Patent which may be granted on or as a result thereof in all countries;

NOW THEREFORE, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, the Assignors, do hereby, both jointly and severally, sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said inventions or improvements and said application, and all continuations, divisions, renewals of or substitutes for said application, and in, to and under all Letters Patent which may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent; and WE assign to and authorize the Assignee to file in our names applications for Letters Patent for


said inventions or improvements in all countries, the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us, had this assignment, sale and transfer not been made;

AND WE hereby covenant that WE have full right to convey the entire interest herein assigned, and that WE have not executed and will not execute any agreement in conflict herewith, and WE further covenant and agree that WE will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and WE agree to communicate to the Assignee, or its nominees, all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said inventions or improvements in all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any official of any country or countries foreign to the United States of America whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, all Letters Patent for said inventions or improvements, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment.

EXECUTED at VANCOUVER, CANADA this 22 day of FEBRUARY, 2005.

SIGNED, SEALED & DELIVERED  
by GERARD FRANCIS McLEAN  
in the presence of:



Signature of Witness

Gerard Francis McLean  
Print Witness's Name

5712 Eagle Hawk Rd.  
West Vancouver B.C.  
V7W 1P6


Print Witness's Address

Accountant  
Print Witness's Occupation

  
GERARD FRANCIS McLEAN

EXECUTED at VANCOUVER, CANADA this  
22 day of FEBRUARY, 2005.


SIGNED, SEALED & DELIVERED  
by TRAN NGO  
in the presence of:

  
\_\_\_\_\_  
Signature of Witness

Jay Roberts  
\_\_\_\_\_  
Print Witness's Name

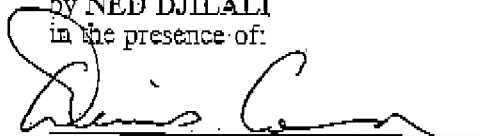
436 Riverview Cres.  
Coquitlam, BC  
CANADA V3C 4X8  
\_\_\_\_\_  
Print Witness's Address

Chemist  
\_\_\_\_\_  
Print Witness's Occupation

  
\_\_\_\_\_  
TRAN NGO

EXECUTED at VANCOUVER, CANADA this  
22 day of FEBRUARY, 2005.


SIGNED, SEALED & DELIVERED  
by NED DJILALI  
in the presence of:

  
\_\_\_\_\_  
Signature of Witness

Denis Connor  
\_\_\_\_\_  
Print Witness's Name

668 Marine Drive  
West Vancouver, B.C.  
\_\_\_\_\_  
Print Witness's Address

Engineer  
\_\_\_\_\_  
Print Witness's Occupation

  
\_\_\_\_\_  
NED DJILALI

EXECUTED at VANCOUVER, CANADA this  
22 day of FEBRUARY, 2005.

SIGNED, SEALED & DELIVERED  
by ANNA STUKAS  
in the presence of:

Jean-Louis laconis  
Signature of Witness

Jean-Louis laconis  
Print Witness's Name

#2403-1155 Homer St  
Vancouver, B.C. V6B 5T5  
Canada  
Print Witness's Address

Design Engineer  
Print Witness's Occupation

[Signature]  
ANNA STUKAS

EXECUTED at VANCOUVER, CANADA this  
22 day of FEBRUARY, 2005.

SIGNED, SEALED & DELIVERED  
by JEREMY SCHROOTEN  
in the presence of:

Paul Sobelko  
Signature of Witness

PAUL SOBELKO  
Print Witness's Name

#201-105 W. KINGS RD  
NORTH VANCOUVER, B.C.  
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Print Witness's Address

DESIGN ENGINEER  
Print Witness's Occupation

[Signature]  
JEREMY SCHROOTEN