


Form PTO-1595 (Rev. 03/05)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY		01SC018
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.		
<p>1. Name of conveying party(ies) Rockwell Scientific Licensing, 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: <u>ColdWatt, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>13809 Research Blvd., Suite 475</u></p> <p>City: <u>Austin</u></p> <p>State: <u>TX</u></p> <p>Country: <u>US</u> Zip: <u>78750</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>02-25-2005</u></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____</p>	<p>4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application.</p> <p>A. Patent Application No.(s) <u>10/922,064</u></p> <p>B. Patent No.(s) _____</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Glenn W. Boisbrun</u> <u>Slater & Matsil, L.L.P.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>17950 Preston Rd.</u> <u>Suite 1000</u></p> <p>City: <u>Dallas</u></p> <p>State: <u>TX</u> Zip: <u>75252</u></p> <p>Phone Number: <u>972-732-1001</u></p> <p>Fax Number: <u>972-732-9218</u></p> <p>Email Address: <u>boisbrun@slater-matsil.com</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)</p>	
<p>8. Payment Information</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>50-1065</u></p> <p>Authorized User Name <u>Glenn W. Boisbrun</u></p>		
<p>9. Signature:  _____</p> <p style="text-align: right;">October 23, 2006 Date</p> <p>Glenn W. Boisbrun, Reg. No. 39,615 Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and documents: 42</p>		

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

Execution Copy

ASSIGNMENT AND LICENSE AGREEMENT

This **ASSIGNMENT AND LICENSE AGREEMENT** is entered into as of February 28, 2005, by and between **ROCKWELL SCIENTIFIC COMPANY, LLC**, a Delaware limited liability company ("**RSC**"), **ROCKWELL SCIENTIFIC LICENSING, LLC**, a Delaware limited liability company and a wholly-owned subsidiary of RSC ("**RSL**") and **GTI POWER SYSTEMS, INC.**, a Delaware corporation ("**GTI Power**") (each of RSC, RSL and GTI Power, individually, a "**Party**" and together, the "**Parties**").

WHEREAS, RSC and RSL, as owners of certain technology (defined herein as the "Power Electronics Technology"), desire to transfer the Power Electronics Technology which includes certain Technical Information (as that term is defined below) to GTI Power as a contribution to the capital of GTI Power, and GTI Power desires to accept such contribution, in consideration for which GTI Power will issue shares of its Common Stock to RSC upon the terms and conditions hereinafter set forth;

WHEREAS, the Power Electronics Technology includes certain patents and patent applications with respect to which RSC and RSL desire to retain certain rights and receive certain licenses;

WHEREAS, RSC and RSL are the owners of certain technical information concerning: Vertically Packaged, Cellular Power Converters for Low-Voltage Applications, Vertical Winding Structures and Construction For Planar Magnetics, Improved Integrated Magnetic Structures for High Efficiency Power Converters, Matrix Integrated Magnetics (MIM) for Multiple Output DC-DC Converters, Isolated Current Multiplier Rectifiers (ICMR) with MIM, composite core design for MIM in high power interleaved DC-DC converters, Improved Integrated Magnetic Structures for High Efficiency Power Converters, and Synthesis of Magnetic or Phosphorescent Nanocomposites (collectively the "Technical Information"); and GTI Power desires to obtain from RSC and RSL and use, and RSC and RSL are willing to transfer to GTI Power, said Technical Information under the conditions specified herein; and

WHEREAS, RSC has granted licenses to certain intellectual property to Rockwell Automation, Inc. ("**RA**") and Rockwell Collins, Inc. ("**RC**") in accordance with the Distribution Agreement, dated June 29, 2001;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings set forth below:

ARTICLE I – DEFINITIONS

1.1 “**Assigned Patents**” means those Patents, Patent applications and potentially patentable discoveries (invention disclosures) set forth in attached Schedule 1 – Assigned Patents.

1.2 “**Existing Licenses**” means those certain License Agreements attached as Exhibit A – Existing Licenses hereto, entered into by RSC and RSL but only with respect to the Power Electronics Technology as identified in Schedule 2 – Technologies Subject to Existing Licenses.

1.3 “**Intellectual Property Rights**” means any and all ideas, inventions, marks (including service marks, whether word, logo, or other forms of designations of origin) trade names, designs, works of authorship, copyrights, applications therefore, patents thereon, registrations thereof and licenses thereof, royalty rights, and all goodwill associated with or represented by the Power Electronics Technology, proprietary and/or confidential information with respect thereto (including without limitation, the Technical Information, inclusive of technical information relating to development, design, manufacture, installation, assembly or testing, trade secrets, secret processes and procedures, know-how, business and financial information, and all confidential information of any nature, and any other similar property, whether or not embodied in tangible form (including technical drawings and specifications, shop drawings, manuals, forms, working notes and memos, market studies, consultants’ reports, technical and laboratory data, notebooks, samples, and engineering prototypes)), all source codes and programmers’ notes, test scripts, build scripts and any and all other documentation and information necessary and useful to understanding and using any source code.

1.4 “**License Back**” means the licenses granted to RSC and RSL by GTI Power pursuant to Article 5, below.

1.5 “**Liquidity Event**” means (i) the sale of all or substantially all the operating assets of GTI Power; (ii) a merger, reorganization or consolidation in which the outstanding shares of capital stock of GTI Power are converted into or exchanged for securities of the successor entity and the holders of GTI Power’s outstanding voting power immediately prior to such transaction do not own a majority of the outstanding voting power of the successor entity immediately upon completion of such transaction; (iii) the sale of all or a majority of the outstanding capital stock of GTI Power to an unrelated person or entity; or (iv) an IPO by GTI Power.

1.6 “**Patents**” means all US and foreign patent applications, letters patent, design patents, utility models, and industrial models throughout the world, all patents issuing thereon, and the divisions, reissues, continuations, continuations-in-part, renewals and extensions of the foregoing.

1.7 “**Power Electronics Technology**” means the Assigned Patents, together with all Intellectual Property Rights related thereto, and including all future derivative works, improvements, modifications and other inventions or works that are directly related to integrated magnetics, GaAs FETs and nano-magnetic materials.

1.8 "Strategic Customers" means the United States Government (as either a prime contractor or as a sub-contractor), RA, RC or Boeing.

1.9 "Technical Information" shall have the meaning contained in the Recitals hereto.

ARTICLE 2 – ASSIGNMENT OF POWER ELECTRONICS TECHNOLOGY

2.1 By these presents, RSC and RSL, as applicable, hereby assign, and transfer to GTI Power, its successors and assigns by way of capital contribution, and GTI Power hereby accepts, all RSC and RSL rights, title and interest in and to the Power Electronics Technology (including all Intellectual Property Rights therein and thereto) and also including the Technical Information and the Assigned Patents, and further including the right to sue and collect damages from third parties for infringement occurring before the date hereof, with such assignment and transfer being subject to: (i) the Existing Licenses; and (ii) all other reserved rights expressly provided for in this Agreement, including but not limited to the License Back. In furtherance hereof, RSC and RSL shall execute or have executed the forms of assignment attached hereto as Exhibit B1, B2 & B3.

2.2 The Parties acknowledge and agree that RSC's interest in the technology disclosure identified on Schedule 3 and included as a part of the Power Electronics Technology assets is an undivided joint ownership interest in such technology, and that RSC's assignment of such technology is only an assignment of its joint ownership interest and is being assigned subject to the joint ownership interest of the University of California, San Diego in such technology.

2.3 Promptly after the date hereof and in all events within thirty (30) days hereof:

(a) RSC and RSL shall deliver to GTI Power such confirmatory assignments and other documents as required, in GTI Power's reasonable discretion, for the recordation of the assignment of the Intellectual Property Rights, the Power Electronics Technology and the Technical Information. GTI Power shall bear any and all additional costs for the assignment of the same, including assignment recordation fees, legal costs, and taxes.

(b) For all issued Assigned Patents, RSC or RSL, as applicable, shall provide GTI Power copies of such patents. For non-issued Assigned Patents that are in prosecution, RSC or RSL, as applicable, shall make available to GTI Power all information reasonably necessary for GTI Power to effectively conduct the prosecution of such pending claims.

2.4 If GTI Power requests RSC's or RSL's assistance in litigation involving any of the Power Electronics Technology (including the Technical Information) or the Intellectual Property Rights, RSC and RSL shall provide reasonable assistance at RSC's and RSL's discretion, and GTI Power shall pay RSC's and RSL's actual costs associated therewith.

2.5 Neither RSC nor RSL are assigning to GTI Power any interest in the Existing Licenses with respect to the Power Electronics Technology. All license fees and royalty income from such Existing Licenses shall continue to be payable to RSC or RSL as applicable. However, RSC or RSL, as applicable, shall pay GTI Power, immediately upon receipt, 50% of any license fees, royalty income or other consideration received in connection with the Existing Licenses (the "GTI Royalty Share"), together with a copy of any royalty report, if any, submitted by the Licensee in connection with each payment received. GTI Power may at any time, in its sole discretion, increase the GTI Royalty Share to 100% of all license fees, royalty income or other consideration received in connection with the Existing Licenses by paying RSC and RSL collectively the sum of \$2,500,000 (the "Royalty Buyout Option"). In such latter case, RSC and RSL shall, if GTI Power requests, assign the Existing Licenses to GTI Power, and until such assignment, RSC and RSL each agree not to permit the Existing Licenses to be assigned to third parties, nor shall they take any other action in respect of the Existing Licenses without the prior written consent of GTI Power.

ARTICLE 3 - [Omitted]

ARTICLE 4 - CONSIDERATION

4.1 In consideration for the transfer to GTI Power of the Power Electronics Technology (including the Technical Information) and the Intellectual Property Rights, GTI Power is simultaneously herewith issuing to RSC that number of shares of its Common Stock as are set forth on Schedule 4.

ARTICLE 5 - LICENSE BACK

5.1 By these presents, GTI Power hereby grants to RSC and RSL, and RSC and RSL hereby accept, a limited, royalty free, non-exclusive, license to use the Power Electronics Technology solely in order for RSC and RSL to:

- (a) fulfill their respective obligations under the Existing Licenses;
- (b) perform such internal research and development as RSC deems necessary to maintain its skill and reputation in the field (provided that all intellectual property developed in connection with such research and development that would have been considered to be Power Electronics Technology or Technical Information if it had been developed as of the date effective date of this Agreement shall be deemed to be immediately assigned to GTI Power, with confirmatory assignment documents to be executed a reasonable time after such development. Failure to execute such confirmatory assignment documents shall not imply that such intellectual property has not been fully assigned or transferred, and RSC shall, upon request, promptly execute such documents;
- (c) provide research and development services to RSC's and RSL's Strategic Customers, including but not limited to the delivery of reports, memos, software, other intellectual property, prototypes and products based on the Power Electronics Technology, provided that such research and development services are performed pursuant to written

agreements between Strategic Customers and RSC (or RSL, as applicable) and provided further, that except as provided in this Section 5.1, such research and development services do not involve the transfer of any Intellectual Property Rights in or to the Power Electronics Technology (including the Technical Information) or the Intellectual Property Rights; and

(d) in the case of Patent Application 10/837,552 titled "Synthesis of Magnetic or Phosphorescent Nanocomposites," GTI Power further grants to RSC and RSL an irrevocable, world-wide, exclusive, royalty-free license to use, make, have made and practice the above mentioned technology in all fields except power electronics components or power electronics end systems or subsystems, provided that any such use will require the explicit written consent of GTI Power, such consent not to be unreasonably withheld.

5.2 The licenses granted in Section 5.1 may not be assigned or otherwise transferred by RSC and RSL. RSC and RSL may, with the prior written consent of GTI Power (which consent shall not be unreasonably withheld) assign or transfer the licenses granted in Section 5.1 in connection with the sale of substantially all of the assets of RSC (or RSL, as applicable), provided that, any assignee or transferee entity does not compete with GTI Power as reasonably determined by GTI Power.

5.3 The parties agree that any improvements, enhancements or derivatives of the Power Electronics Technology or the Technical Information developed for or by GTI Power shall not be the subject of the License Back set forth in Section 5.1 (specifically excluding Section 5.1(b)), above.

5.4 RSC agrees that it, to the extent it has the right to consent to or reject a proposed assignment of any or all of the rights it granted to licensees under the Existing Licenses, RSC shall not consent to such assignment without first getting GTI Power's consent, which consent shall not be unreasonably withheld.

ARTICLE 6 - TECHNOLOGY DISCLOSURE; PROPRIETARY POSITION

6.1 As soon as is reasonably practicable following the date hereof, RSC and RSL representatives, having knowledge of the Power Electronics Technology and the Technical Information will disclose to GTI Power personnel, at the premises of GTI Power, or elsewhere if mutually agreed, all aspects of the Power Electronics Technology and the Technical Information as reasonably requested by GTI Power. Such disclosure shall include a discussion of current production methods (used by RSC, RSL or any independent third parties).

6.2 As of the date hereof, GTI Power, as assignee of the Assigned Patents and owner (subject to the joint ownership and license rights specified in this Agreement) of the Power Electronics Technology and the Technical Information, shall be responsible for prosecuting and maintaining the Assigned Patents and shall have sole responsibility for determining and pursuing the path for protection of Intellectual Property Rights in and to the Power Electronics Technology and the Technical Information. The parties agree that GTI Power shall, at its sole cost, prosecute and maintain the Power Electronics Technology in accordance with the requirements of the Existing Licenses. Promptly after the date hereof, RSC and RSL shall provide to GTI Power, at

GTI Power's expense, any documentation or information necessary to effectuate the assignment and to carry out the intent of this Agreement. Thereafter, RSC and RSL shall use their best efforts, at GTI Power's expense, to assist GTI Power in the continued prosecution of any Patent applications and in the enforcement of GTI Power's rights in and to the Power Electronics Technology or the Technical Information. In the event that GTI Power decides to stop prosecution or maintenance of any or all of the Assigned Patents, it shall provide RSC and RSL at least 30 days prior written notice of its decision to do so. Notwithstanding the foregoing, if at any time GTI Power fails to timely prosecute or maintain the Assigned Patents, then on ten (10) days written notice to GTI Power, RSC or RSL may prosecute or maintain such Assigned Patents at the sole cost of RSC or RSL, but in such event RSC or RSL shall not be deemed to acquire any rights or interest in the Assigned Patents as a result of so doing.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES

7.1 RSC and RSL represent and warrant to GTI Power that: (i) they have full right and authority to enter into this Agreement without consent or approval of any third party and possess all Intellectual Property Rights or other rights necessary to make the assignment pursuant to Article 2; (ii) subject to the terms of Article 2, they are not subject to or a party to or aware of any restrictions which would prevent or impair the assignment to GTI Power of the rights set forth herein; (iii) they are validly existing and in good standing under the laws of the State of Delaware; and (iv) they have all requisite legal power and authority to enter into and perform this Agreement in accordance with its terms. The execution and delivery of this Agreement and the transactions contemplated hereby have been validly and duly authorized by all necessary action on the part of RSC and RSL, and no authorization or approval beyond the board of directors of RSC is necessary to enable RSC and RSL to enter into and perform the same. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of RSC and RSL, enforceable against RSC and RSL in accordance with its terms; except to the extent that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other laws of general application relating to or affecting enforcement of creditors' rights and laws concerning equitable remedies. No consent, authorization or approval of, or exemption by, any governmental or public body or authority, nor any consent of any third party, is required to be obtained by RSC in connection with the execution and delivery of: (a) this Agreement and the performance by RSC and RSL of their obligations hereunder; or (b) any of the instruments or agreements referred to herein or the performance of any obligation or taking of any action contemplated thereby. Neither RSC nor RSL has, to their actual knowledge, issued to any third party any right or interest, and no third party possesses any such right or interest, in or to the Power Electronics Technology, the Technical Information or any portion thereof, other than: (A) the joint ownership rights of the University of San Diego in and to the technology identified in Schedule 3; and (B) as set forth in Article 2.

7.2 GTI Power represents and warrants to RSC and RSL that: (i) it has full right and authority to enter into this Agreement without consent or approval of any third party; (ii) it is validly existing and in good standing under the laws of the State of Delaware; and (iii) it has all requisite legal power and authority to enter into and perform this Agreement in accordance with its terms. The execution and delivery of this Agreement and the transactions contemplated hereby have been validly and duly authorized by all necessary action on the part of GTI Power,

and no further authorization or approval is necessary to enable GTI Power to enter into and perform the same. This Agreement, when executed and delivered, shall constitute the legal binding obligation of GTI Power, enforceable against GTI Power in accordance with its terms, except to the extent such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other laws of general application relating to or affecting enforcement of creditors' rights and laws concerning equitable remedies. No consent, authorization or approval of, or exemption by, any governmental or public body or authority, nor any consent of any third party, is required to be obtained by GTI Power in connection with the execution and delivery of: (a) this Agreement and the performance by GTI Power of its obligations; or (b) any of the instruments or agreements referred to herein or the performance of any obligation or taking of any action contemplated thereby.

7.3 Except as specified in Articles 2 and 5 above, to their actual knowledge, RSC and RSL have full, good and marketable title in and to all of the Power Electronics Technology (including the Technical Information), and the Power Electronics Technology and Technical Information are not subject to any mortgage, pledge, lien, lease, claim, encumbrance, charge, security interest, royalty obligation or other interest or claim of any kind or nature whatsoever, and RSC and RSL do not license any component thereof from a third party. Except as specified in Articles 2 and 5 above, there are no agreements or arrangements between RSC or RSL and any third party which could have an adverse effect upon RSC's and RSL's title to and interest in the Power Electronics Technology or Technical Information. In addition, RSC and RSL represent and warrant that, to their actual knowledge, use, development, sale or other exploitation of the Technical Information and the Power Electronics Technology do not infringe on the intellectual property rights of any third party.

7.4 Except as specified in Article 2 above, the Power Electronics Technology and the Technical Information do not include any inventions of (or works authored by) any of RSC's or RSL's officers, employees or consultants made or owned prior to their appointment by RSC or RSL. All current or former employees and consultants of RSC and RSL have assigned in writing all of their rights in the Power Electronics Technology and the Technical Information to RSC or RSL. No current or former employee or consultant of RSC or RSL owns or, to the knowledge of RSC and RSL, has claimed (or has any basis to claim) an interest in any of the Power Electronics Technology or the Technical Information.

7.5 RSC and RSL have taken all reasonable security measures to protect the secrecy and confidentiality of all Power Electronics Technology and the Technical Information transferred in accordance with this Agreement. RSC and RSL have taken all reasonable actions, in accordance with industry standards, to ensure that: (i) the Technical Information or the proprietary information contained in or related to the Power Electronics Technology have not entered the public domain; and (ii) there has not been a material adverse effect in its value or RSC's and RSL's ownership thereof. No source code or object code of any of the Technical Information or the Power Electronics Technology is subject to escrow or has been disclosed to any third party, except to the extent such code has already been disclosed to GTI Power.

7.6 Except as specified in Articles 2 and 5 above, with respect to the transfer of rights in and to the Power Electronics Technology or the Technical Information under this Agreement,

GTI Power shall be subject to no limitations, obligations or restrictions with regard to the sale, license, distribution or other transfer or exploitation of the Power Electronics Technology or the Technical Information, whether in the form transferred to the GTI Power or after modification. All rights to any tangible or intangible property material to the Power Electronics Technology or the Technical Information and used in RSC's and RSL's business as presently conducted or currently planned by RSC and RSL, or as conducted by any predecessor entity to RSC and RSL or prior owner of any portion of the Power Electronics Technology or the Technical Information, have been validly transferred to RSC and RSL free of any adverse claims by any such predecessor entity, or any partner, shareholder, member, security holder or creditor of any such predecessor entity, and to RSC and RSL's actual knowledge, no such property rights remain in any such entity. Except as specified in Article 2 above, RSC and RSL are under no obligation to pay any other party any royalties or other fixed or contingent amounts based upon the sale, license, distribution or other use or exploitation of the Power Electronics Technology or the Technical Information.

7.7 The transfer of the Power Electronics Technology and the Technical Information under this Agreement constitutes a complete transfer of all of RSC's and RSL's right, title and interest with respect to the Power Electronics Technology and the Technical Information, and RSC and RSL reserve no rights to market or otherwise transfer the Power Electronics Technology or the Technical Information, except as provided for in Article 5. GTI Power shall have no obligation to RSC or RSL to support, maintain, offer, or do any other act relating to the Power Electronics Technology or the Technical Information, and subject to the terms of Article 2 and 5 above, may dispose of the Power Electronics Technology or the Technical Information as GTI Power, in its sole discretion, decides.

7.8. Attached as Exhibit A are true, correct and complete copies of each of the Existing Licenses.

7.9. To the extent any Power Electronics Technology or Technical Information was conceived, invented, created or reduced to tangible form by employees of Rockwell International, Inc., then RSC and RSL represent and warrant that Rockwell International has or will fully assign such Power Electronics Technology or Technical Information to RSC or RSL so as to allow RSC or RSL to assign such Power Technology or Technical Information to GTI Power hereunder.

7.10 EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER RSC NOR RSL MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE ASSIGNED PATENTS OR OTHERWISE. EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 8 - DISPUTE RESOLUTION

8.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly between officials who have authority to settle the controversy.

8.2 If the dispute has not been resolved by negotiation within thirty (30) days from the date one Party brings such dispute to the attention of the other Party(ies), the Parties shall attempt in good faith to settle the dispute by mediation under the then-current rules of the American Arbitration Association ("AAA"). A single neutral third party will be selected from the panel of neutrals of the AAA to mediate the dispute between the Parties in accordance with the selection process of the AAA.

8.3 If the dispute has not been resolved by mediation within sixty (60) days of the initiation of such procedure, or if a Party will not participate in mediation, then the dispute shall be subject to binding arbitration and be resolved under the Commercial Dispute Rules of the American Arbitration Association by a single arbitrator who is mutually acceptable to the Parties. If the parties cannot agree upon an arbitrator within 30 days of the submission of the dispute to binding arbitration, the arbitrator shall be selected by the American Arbitration Association. The prevailing Party shall have the right to enforce the award of the arbitrator in a court of competent jurisdiction. In any arbitration, the prevailing Party shall be entitled to arbitration fees and the arbitrator may award reasonable attorneys' fees and any other fees, as the arbitrator shall designate. Such mediation or arbitration shall be held in Los Angeles, California or such other location as the Parties may mutually agree upon.

ARTICLE 9 – MARKING AND PUBLICITY

9.1 In order to give notice to the public regarding products covered by the Assigned Patents, for product sold or otherwise disposed of which contain Power Electronics Technology, GTI Power will list all relevant patents pending among the data sheets that accompany such products or in such other manner as GTI may deem appropriate.

9.2 None of the Parties shall, without the prior written consent of the other Parties issue any news release or other public announcement regarding the existence or contents of this Agreement except as may be required by law.

Article 10. COVENANTS

10.1 RSC and RSL shall not voluntarily undertake any course of action which interferes in any way with the rights obtained by GTI Power hereunder or is otherwise inconsistent with the satisfaction of its obligations or agreements set forth in this Agreement. RSC and RSL hereby agree not to contest GTI Power's ownership of the Power Electronics Technology (including the Technical Information) or GTI Power's title to the Power Electronics Technology (including the Technical Information). RSC and RSL shall execute, acknowledge and deliver any further assignments, conveyances and other assurances, documents and instruments of transfer, consistent with the terms of this Agreement, which are reasonably requested and prepared by GTI Power or its counsel and shall take any other action, consistent with the terms of this Agreement, that may be reasonably requested and prepared by GTI Power or its counsel for the purpose of assigning, transferring, granting, conveying, and confirming to GTI Power or reducing to its possession, any or all of the Power Electronics Technology (including the Technical Information).

10.2 RSC and RSL will not publish any articles, nor undertake any lectures or any other disclosures relating to the Power Electronics Technology or the Technical Information without GTI Power's prior written consent.

10.3 From and after the date hereof, to the maximum extent permitted by applicable law, the terms of this Agreement (including the existence thereof), and all proprietary information (including the Technical Information) pertaining to the Power Electronics Technology shall at all times be and remain confidential and the sole and exclusive property of GTI Power. Notwithstanding the foregoing, proprietary information pertaining to the Power Electronics Technology shall not include information which: (i) was or becomes generally available to the public other than as a result of a disclosure by RSC or RSL; or (i) was or becomes available to RSC or RSL on a non-confidential basis from a source other than GTI Power, provided that the source is not bound by a confidentiality agreement to GTI Power. Except as is contemplated in Article 2 and 5 above, at all times after the date hereof, RSC and RSL shall retain in strictest confidence, and shall not disclose to third parties or use for its benefit or for the benefit of any third party, any and all information relating to this Agreement (including the existence thereof), the Technical Information or other proprietary information relating to the Power Electronics Technology. RSC and RSL understand and agree that GTI Power's remedies at law for a breach by RSC and RSL of their obligations under this Section 10.2 will be inadequate and that GTI Power shall (notwithstanding the terms of Article 7 above), in the event of any such breach, be entitled to equitable relief (including without limitation injunctive relief and specific performance) in addition to all other remedies provided under this Agreement or available to GTI Power at law.

10.4 GTI Power will use reasonable efforts to support future RSC proposals for government funding concerning research related to power electronics components, end systems, or subsystems.

10.5 For the longer of (i) five (5) years, (ii) two (2) years after the completion of any contract between GTI Power and RSC for research services valued at over One Million Dollars (\$1,000,000), (iii) any time RSC and its subsidiaries hold at least one percent (1%) (on a fully diluted basis) of the shares of GTI Power, or (iv) five (5) years after the occurrence of a Liquidity Event if RSC holds at least one percent (1%) (on a fully diluted basis) of the shares of GTI Power as of the date of said Liquidity Event (the "RSC Partnership Term"), RSC (a) will provide GTI Power a perpetual, worldwide, royalty-free, non-exclusive license to any current or future RSC intellectual property that is not assigned hereunder but may be related to GTI Power's efficient exploitation, use or commercialization of the Power Electronics Technology or the Technical Information; and (b) shall be restricted from otherwise transferring or licensing such related RSC intellectual property in the field of power electronics components or power electronics end systems or subsystems, without the prior written consent of GTI Power, such consent not to be unreasonably withheld.

10.6 Provided GTI Power is not in material breach of this Agreement or any other agreements between the Parties, for the duration of the RSC Partnership Term, RSC shall provide, at cost, any engineering, research and development, consulting, support, and fabrication

services requested by GTI Power in the fields of integrated magnetics, GaAs FETs, nano-magnetic or power systems technologies. GTI Power will own any intellectual property asset that is either directly or indirectly invented or created during the provision of these services. RSC will provide these services exclusively to GTI Power, and shall be prohibited from providing similar services or licensing any Power Electronics Technology, Technical Information, or intellectual property developed under this Section 10.6 to any third party for use in power supply components or power supply subsystems or end systems without GTI Power's prior written consent. This prohibition will not apply to RSC's ferro fluidic derived energy harvesting technology (known as "Blue Sky"). Notwithstanding the foregoing, RSC may continue to: (1) perform related research and development work on United States Government or Boeing funded contracts or subcontracts, (including but not limited to assigning or otherwise transferring intellectual property developed under such agreements to the relevant third parties); or (2) provide RA and RC with research and/or services in the fields of avionics, military communication and industrial automation in the same manner and scope as had been provided prior to the effective date of this Agreement, including but not limited to licensing intellectual property developed under such agreements to the relevant third parties.

ARTICLE 11 - INDEMNITY

11.1 GTI Power shall defend, indemnify and hold RSC and RSL harmless against any and all liability, damage, loss, cost or expense resulting from (i) any breach by GTI Power of the terms of this Agreement; or (ii) any claim, suit or other action (including any assertion of infringement or cease and desist letter) arising out of or based on GTI Power's development, use or sale of the Power Electronics Technology (but only where such claim, suit or action is not covered by RSC and RSL's indemnification obligation as described in 11.2 below); provided, however, that upon the filing of any such claim or suit, RSC or RSL shall (i) promptly notify GTI Power (provided that in the event that RSC or RSL fails to promptly notify GTI Power as required under this Section 11.1, GTI Power shall be relieved of its obligations under this Section 11.1 solely to the extent that it is actually materially prejudiced by such failure) and permit GTI Power, at GTI Power's expense, to handle and control such claim or suit and (ii) at GTI Power's expense, cooperate in the defense thereof.

11.2 RSC and RSL shall defend, indemnify and hold GTI Power harmless against any and all liability, damage, loss, cost or expense resulting from (i) any breach by RSC and RSL of any of the terms of this Agreement (including representations and warranties); (ii) any claim, suit or other action (including assertion of infringement or cease and desist letter) arising out of or based on an allegation by a third party that RSC and RSL do not fully own the Power Electronics Technology or Technical Information (an "Allegation of Faulty Title"), including claims that GTI Power's use of the Power Electronics Technology or Technical Information constitutes an infringement of the rights of the third party making an Allegation of Faulty Title; or (iii) any claim, suit or other action (including assertion of infringement or cease and desist letter) arising out of or based on RSC or RSL's development, use or sale of the Power Electronics Technology or Technical Information, if any (including uses by permitted sublicensees under the License Back); provided, however, that upon the filing of any such claim or suit, GTI Power shall (i) promptly notify RSC and RSL (provided that in the event that GTI Power fails to promptly notify

RSC and RSL as required under this Section 11.2, RSC and RSL shall be relieved of their obligations under this Section 11.2 solely to the extent that it is actually prejudiced by such failure) and permit RSC and RSL, at RSC's and RSL's expense, to handle and control such claim or suit, and (ii) at RSC's and RSL's expense, cooperate in the defense thereof.

ARTICLE 12 - GENERAL

12.1 This Agreement and the attachments hereto constitute the entire agreement among the Parties and supersedes all prior agreements, understandings and arrangements, oral or written, among the Parties with respect to the subject matter hereof except for the Amended and Restated Engineering Service Agreement (the "ESA"). To the extent that any terms of the ESA conflict with this Agreement, the terms of this Agreement shall prevail.

12.2 Nothing in this Agreement, expressed or implied, is intended to or shall (i) confer on any person, other than the Parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or (ii) constitute the Parties as partners or participants in a joint venture. No Party shall have the right or the authority to bind the other to any agreement with a third party.

12.3 Each of the Parties shall be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, a licensee of "intellectual property" as defined under Section 101(56) of the Bankruptcy Code with respect to all rights and licenses granted under or pursuant to this Agreement. The Parties agree that RSC and RSL, on the one hand, and GTI Power, on the other hand, shall each retain and may fully exercise all of their respective rights and elections under the Bankruptcy Code.

12.4 This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party may, by an instrument in writing, waive compliance by any other party with any term or provision of this Agreement on the part of such other party to be performed or complied with. The waiver by any party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach. For the avoidance of doubt neither (a) any correspondence (electronic or otherwise) that does not expressly reference this Agreement and the intent of such correspondence to modify, amend or waive any provision of this Agreement and that does not otherwise comply with this Section 12.4; nor (b) any course of conduct, shall operate to modify, amend or waive any provision of this Agreement.

12.5 Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

12.6 All notices, requests, claims, demands and other communications hereunder (“**Communications**”) shall be in writing and may be given or made (a) by delivery in person against signed receipt, (b) by overnight service by a nationally-recognized overnight courier service, (c) by facsimile, followed by mailing as below provided on the same or the following business day, or (d) by certified mail (first class postage prepaid, return receipt requested). Unless this Agreement otherwise expressly provides to the contrary, a Communication shall be deemed to have been duly given upon delivery if given pursuant to clause (a) of this Section 12.6, on the first business day after the date received if given pursuant to clauses (b) or (c) of this Section 12.6, and the fifth (5th) business day following mailing if given pursuant to clause (d) of this Section 12.6. Each Communication (other than one given by delivery in person) shall be addressed to the respective parties at the following addresses and facsimile numbers (or at such other address or facsimile number for a party as shall be specified in a Communication given in accordance with this Section 12.6):

(i) If to GTI Power:

GTI Power Systems, Inc.
375 Park Avenue
New York, NY 10152
Attn: Jonathan Schulhof
Fax: (212) 755-2018

with a copy to:

Warsaw Burstein Cohen Schlesinger & Kuh, LLP
555 Fifth Avenue
New York, New York 10017
Attention: Stanley Schlesinger, Esq.
Fax: (212) 972-9150

(ii) If to RSC:

Rockwell Scientific Company LLC
1049 Camino Dos Rios
Thousand Oaks, CA 91360
Attn: Jon Rode
Fax: (805) 373-4737

with a copy to:

Musick, Peeler & Garrett LLP
200 North Westlake Boulevard
Westlake Village, CA 91362
Fax: (805) 418-3101
Attn: Brent Reinke

(iii) If to RSL:

Rockwell Scientific Licensing LLC
1049 Camino Dos Rios
Thousand Oaks, CA 91360
Attn: Joseph Cote
Fax: (805) 373 4047

with a copy to:

Musick, Peeler & Garrett LLP
200 North Westlake Boulevard
Westlake Village, CA 91362
Fax: (805) 418-3101
Attention: Brent Reinke

12.7 RSC, RSL and GTI Power each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under any other agreement between or among the Parties shall be deemed to be enlarged, modified, or altered in any way by this Agreement.

12.8 This Agreement shall be construed and governed in accordance with the laws of the State of California without giving effect to the choice of law principles thereof.

12.9 This Agreement may be executed in one or more counterparts and all such counterparts shall constitute one Agreement binding on all the parties notwithstanding that all the parties are not signatories to the original or the same.

12.10 Words importing the singular include the plural, words importing any gender include every gender and words importing persons include entities, corporate and otherwise; and (in each case) vice versa.

12.11 The section headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

12.12 Whenever the terms "including" or "include" are used in this Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase "but not limited to" or words of similar effect) that reference shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of the items within that classification.

12.13 Any reference to a Section, Exhibit or Schedule is a reference to a section, exhibit or schedule in this Agreement and a reference to this Agreement includes all Sections, Exhibits and Schedules.

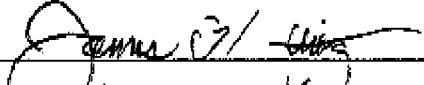
12.14 Each of the parties agrees to execute and deliver, at the request of the other parties, any and all other documents or other written instruments as may be reasonably necessary to effectuate the purposes of this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this agreement upon the date first written above.

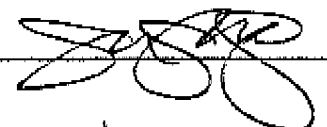
ROCKWELL SCIENTIFIC COMPANY LLC

GTI POWER SYSTEMS, INC.

By: 
Name: James F King
Title: CFO
Date: 2/25/05

By: _____
Name: _____
Title: _____
Date: _____

ROCKWELL SCIENTIFIC LICENSING, LLC

By: 
Name: JOSEPH J. COTE JR
Title: PRESIDENT
Date: 2/25/05

SCHEDULE 1 – Assigned Patents**PATENTS ISSUED:**

Discl. No.	Inventors	Title	Ser. No.	Filed	Status	Pat. No.	Issued
02RSC006	Sun, J; Webb, K.F.	Integrated Magnetic Converter Circuit and Method with Improved Filtering	10/080,142	2/21/02	Issued	6,549,436	4/15/2003
02RSC007	Webb, KF: Sun, J	Switching Power Converter Circuits Providing Main and Auxiliary Output Voltages	10/080, 026	2/21/02	Issued	6,775,159	08/10/04

PATENT APPLICATIONS:

Discl. No.	Inventors	Title	Ser. No.	Filed	Status	Pat. No.	Issued
01SC060	Chandras ekaran, S; Mehrotra, V; Sun, J	Matrix Integrated Magnetic (MIM) Structure for Power Converters and Modules	10/126,477	4/18/2002	Filed		
01SC090	Chandras ekaran, S; Jing, X; Mehrotra, V; Sun, J	Interleaved DC- DC Converter Topologies using Matrix Integrated Magnetics (MIM)	10/302,095	11/21/2002	Filed		
04RSC018 / 04RSC079	Chandras ekaran, S	Composite core design for matrix integrated magnetics in high power interleaved DC- DC converters	10/922,068	08/19/04	Filed		
01SC086	Mehrota,	Synthesis of	10/837,552	4/30/2004	Filed		

{477268;2}

01SC094	V; Goldberg , IB	Magnetic or Phosphorescent Nanocomposites					
04RSC066	Chandras ekaran, S; Mehrotra, Vk	Extended E Matrix Integrated Magnetics (MIM) Core	10/922,067	08/19/04	Filed		

SCHEDULE 1 – Assigned Patents (continued)**PATENT DISCLOSURES**

Discl. No.	Inventors	Title	Ser. No.	Filed	Status	Pat. No.	Issued
00CR066	Sun, J; Mehrotra, V	Vertically Packaged, Cellular Power Converters for Low-Voltage Applications	10/922,062	8/19/04			
01SC018	Mehrotra, V; Sun, J	Improved Integrated Magnetic Structures for High Efficiency Power Converters	10/992,064	8/19/04			
02CR060	Mehrotra, V; Sun, J	Vertical Winding Structures and Construction For Planar Magnetics	10/992,066	8/19/04			
02RSC049	Chandras ekaran, S; Mehrotra, V	Matrix Integrated Magnetics (MIM) for Multiple Output DC-DC Converters			Hold		
03RSC110	Chandras ekaran, S; Mehrotra, V	Isolated Current Multiplier Rectifiers (ICMR) with Matrix Integrated Magnetics (MIM)			Hold		
04RSC087	Chandras ekaran,	Two-stage interleaved LC					

	S; Mehrota, V; Young, C; Rozman, A	filters on integrated magnetic structures					
04RSC101	Brar, B	Low resistance switch with parallel diode for DC-DC converters					
04RSC200	Chandras ekaran, S	Integrated Multi-Phase tapped Inductor Buck Converter, Integrated Magnetic Device and Method of Operation					

SCHEDULE 1 – Assigned Patents (continued)-**PATENT DISCLOSURES (continued)**

Discl. No.	Inventors	Title	Ser. No.	Filed	Status	Pat. No.	Issued
	Brar, B; Asbeck, P	Substrate driven FETS. Joint patent by RSC and UCSD					
05RSC019	Peter Asbeck Wonill Ha Berinder Brar	Substrate Driven Field Effect Transistor Epi Layer Structure					
05RSC021	Wonill Ha Berinder Brar Keisuke Shinohara	Multiple quantum well (MQW) structure design for the high power and high current pHEMT device					
04RSC101	Berinder Brar	Low resistance switch with parallel diode for DC-DC converters					

SCHEDULE 1 – Assigned Patents (continued)

PATENT DISCLOSURES (continued)

05RSC020	Wonill Ha Berinder Brar Ketsuke Shinohara	Electrical contact on the etched semiconductor slope using photoresist re-flow process, anisotropic dry etching and metal evaporation.					
05RSC018	Peter Asbeck Berinder Brar	Self aligned sidewall spacer (S3) FET Process					
05RSC017	Wonill Ha Berinder Brar	Self-aligned sidewall spacer (S3) FET Epitaxial Layer Structure with Integrated Shunt Diode From Source to Drain					

SCHEDULE 2 – Technologies Subject to Existing Licenses

Technologies Licensed to Rockwell Automation and Rockwell Collins Under the Distribution Agreement dated June 29, 2001:

Discl. No.	Inventors	Title	Ser. No.	Filed	Status	Pat. No.	Issued
01SC060	Chandras ekaran, S; Mehrotra, V; Sun, J	Matrix Integrated Magnetic (MIM) Structure for Power Converters and Modules	10/126,477	4/18/2002	Filed		
00CR066	Sun, J; Mehrotra, V	Vertically Packaged, Cellular Power Converters for Low-Voltage Applications	10/922,062	8/19/04			
01SC018	Mehrotra, V; Sun, J	Improved Integrated Magnetic Structures for High Efficiency Power Converters	10/922,064	8/19/04			

SCHEDULE 2 – Technologies Subject to Existing Licenses-(continued)**Technologies Licensed to Tamura:**

Discl. No.	Inventors	Title	Ser. No.	Filed	Status	Pat. No.	Issued
02RSC006	Sun, J	Integrated Magnetic Converter Circuit and Method with Improved Filtering	10/080,142	2/21/02	Issued	6,549,436	4/15/2003
02RSC007	Webb, KF: Sun, J	Switching Power Converter Circuits Providing Main and Auxiliary Output Voltages	10/080, 026	2/21/2002	Allowed		
00CR066	Sun, J; Mehrotra, V	Vertically Packaged, Cellular Power Converters for Low-Voltage Applications	10/922,062	8/19/04			
01SC018	Mehrotra,, V; Sun, J	Improved Integrated Magnetic Structures for High Efficiency Power Converters	10/922,064	8/19/04			
02CR060	Mehrota, V; Sun, J	Vertical Winding Structures and Construction For Planar Magnetics	10/922,066	8/19/04			

SCHEDULE 3 – Technologies Jointly Developed with UCSD

Discl. No.	Inventors	Title	Ser. No.	Filed	Status	Pat. No.	Issued
	Brar, B; Asbeck, P	Substrate driven FETS. Joint patent by RSC and UCSD					

SCHEDULE 4 – Equity Issuance

Entity	Number of shares of Common Stock of GTI Power
RSC	5,489,956

EXHIBIT A

Existing Licenses:

1. Tamura License
2. Distribution Agreement, Section 3.12 Intellectual Property - dated June 29, 2001

EXHIBIT B

Forms of Assignment
(B1, B2 and B3)

[attached]

ASSIGNMENT OF RSL PATENT ASSETS

WHEREAS, ROCKWELL SCIENTIFIC LICENSING, LLC, ("RSL") ("the Assignor") a Delaware limited liability company located at 1049 Camino Dos Rios, Thousand Oak, California 91360, owns certain patent applications (listed on Attachment 1) ("the RSL Assets");

WHEREAS, GTI POWER SYSTEMS INC. ("GTP"), a Delaware corporation ("the Assignee") located at 375 Park Avenue, New York, NY 10152, desires to acquire and RSL desires to assign to GTI, all of the Assignor's rights in the RSL Assets;


NOW, THEREFORE, the Assignor, for itself and its predecessors in interest for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby ASSIGN to the Assignee, all right, title and interest in the RSL Assets, this assignment including, but not being limited to:

1. The PATENT APPLICATIONS listed on Attachment 1;
2. All rights of action on account of past, present, and future unauthorized use or infringement of the RSL Assets and, but not limited to all rights to damages so accrued;
3. The right, where allowed by law, to file in the name of Assignee applications for patent and like protection for any one or more of the RSL Assets in any country or countries foreign to the United States;
4. All international and domestic rights or priorities associated with any one of the RSL Assets; and
5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to principles of conflicts or choice of laws thereof.

EXECUTED on the EFFECTIVE DATE indicated below:

Date: 2/25/05

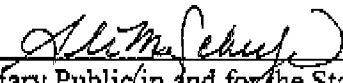
Assignor: ROCKWELL SCIENTIFIC LICENSING, LLC


 Name: _____
 Title: JOSEPH W. COTE, JR.
PRESIDENT.

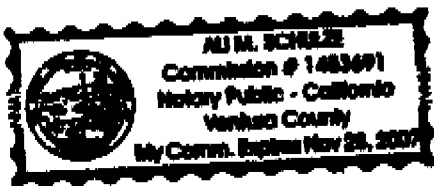
THE STATE OF [California] §
 §
 COUNTY OF [Ventura] §

This instrument was acknowledged by Ali M. Schulte this the 25th day of February, 2005.

(Seal)


 Notary Public in and for the State of [California]

My commission expires: November 28, 2007



Attachment 1				
PATENT NO./ PUB. NO./ APP. NO.	TITLE	FILING DATE	ISSUE/PUBL. DATE	INVENTORS
10/992,064	Winding Structures for Efficient Switch-Mode Power Converters.	08/19/04		Vivek Mehrota, Jian Sun
10/922,066	Vertical Winding Structures and Construction for Planar Magnetics.	08/19/04		Vivek Mehrota, Jian Sun
10/837,552	Synthesis of Magnetic or Phosphorescent Nanocomposites.	04/30/04		Vivek Mehrota, IB Goldberg
2003/0198067 A1 10/302,095	Core Structure and Interleaved DC-DC Converter Topologies.	11/21/02	10/23/03	Jian Sun, Xiukuan Jing
2003/0197585 A1 10/126,477	Core Structure.	04/18/02	10/23/03	Sriram Chandrasekaran, Vivek Mehrota, Jian Sun
10/922,062	Vertically Packaged, Switched Mode Power Converters.	08/19/04		Vivek Mehrota, Jian Sun
10/922,067	Extended E Matrix Integrated Magnetics (MIM) Core.	08/19/04		Sriram Chandrasekaran, Vivek Mehrota

ASSIGNMENT OF RSC PATENT ASSETS

WHEREAS, ROCKWELL SCIENTIFIC COMPANY, LLC, ("RSC") ("the Assignor") a Delaware limited liability company located at 1049 Camino Dos Rios, Thousand Oak, California 91360, owns certain patents (listed on Attachment 1) ("the RSC Assets");

WHEREAS, GTI POWER SYSTEMS INC. ("GTP"), a Delaware corporation ("the Assignee") located at 375 Park Avenue, New York, NY 10152, desires to acquire and RSC desires to assign to GTI, all of the Assignor's rights in the RSC Assets;

NOW, THEREFORE, the Assignor, for itself and its predecessors in interest for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby ASSIGN to the Assignee, all right, title and interest in the RSC Assets, this assignment including, but not being limited to:

1. The PATENTS listed on Attachment 1;
2. All rights of action on account of past, present, and future unauthorized use or infringement of the RSC Assets and, but not limited to all rights to damages so accrued;
3. The right, where allowed by law, to file in the name of Assignee applications for patent and like protection for any one or more of the RSC Assets in any country or countries foreign to the United States;
4. All international and domestic rights or priorities associated with any one of the RSC Assets; and
5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to principles of conflicts or choice of laws thereof.

EXECUTED on the EFFECTIVE DATE indicated below:

Date: 2/25/05

Assignor: ROCKWELL SCIENTIFIC COMPANY, LLC

James F King
Name: James F King
Title: CFO

THE STATE OF California

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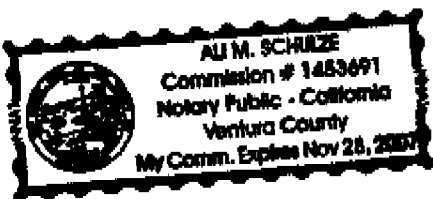
COUNTY OF Ventura]

This instrument was acknowledged by Ali M. Schurze this the 25th day of February, 2005.

(Seal)

Ali M. Schurze
Notary Public in and for the State of California

My commission expires: November 28, 2007



Attachment 1				
PATENT NO./ PUB. NO./ APP. NO.	TITLE	FILING DATE	ISSUE/PUBL. DATE	INVENTORS
6,549,436 10/080,142	Integrated Magnetic Converter Circuit and Method with Improved Filtering.	02/21/02	04/15/03	Kenneth F. Webb, Jian Sun
6,775,159 10/080.026	Switching Power Converter Circuits Providing Main and Auxiliary Output Voltages.	02/21/02	08/10/04	Kenneth F. Webb, Jian Sun

ASSIGNMENT OF RSL PATENT ASSETS

WHEREAS, ROCKWELL SCIENTIFIC LICENSING, LLC, ("RSL") ("the Assignor") a Delaware limited liability company located at 1049 Camino Dos Rios, Thousand Oak, California 91360, owns certain unfiled patent applications and certain inventions (identified by invention disclosures) (listed on Attachment 1) ("the RSL Assets");

WHEREAS, GTI POWER SYSTEMS INC. ("GTP"), a Delaware corporation ("the Assignee") located at 375 Park Avenue, New York, NY 10152, desires to acquire and RSL desires to assign to GTI, all of the Assignor's rights in the RSL Assets;


NOW, THEREFORE, the Assignor, for itself and its predecessors in interest for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby ASSIGN to the Assignee, all right, title and interest in the RSL Assets, this assignment including, but not being limited to:

1. The UNFILED PATENT APPLICATIONS listed on Attachment 1;
2. The INVENTIONS identified on Attachment 1;
2. All rights of action on account of past, present, and future unauthorized use or infringement of the RSL Assets and, but not limited to all rights to damages so accrued;
3. The right, where allowed by law, to file in the name of Assignee applications for patent and like protection for any one or more of the RSL Assets in any country or countries foreign to the United States;
4. All international and domestic rights or priorities associated with any one of the RSL Assets; and
5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to principles of conflicts or choice of laws thereof.

EXECUTED on the EFFECTIVE DATE indicated below:

Date: 2/25/05

Assignor: ROCKWELL SCIENTIFIC LICENSING, LLC


 Name: JOSEPH J COTE
 Title: PRESIDENT

THE STATE OF California]

§


COUNTY OF Ventura]

§

§

This instrument was acknowledged by Ali M. Schulze this the 25th day of February, 2005.

(Seal)


 Notary Public in and for the State of California

My commission expires: November 28, 2007



Attachment 1

RSC & RSL DOCKET NO.	INVENTION TITLE	FILING DATE	ISSUE/PUBL. DATE	INVENTORS
	Substrate Driven Field Effect Transistors.	expected completion end of 1/2005		Berinder Brar, Peter Asbeck
05RSC019	Substrate Driven Field Effect Transistor Epi Layer Structure.	expected completion end of 1/2005		Peter Asbeck, Wonill Ha, Berinder Brar
05RSC021	Multiple quantum well (MQW) structure design for a high power and high current pHEMT device.	expected completion end of 1/2005		Wonill Ha, Berinder Brar, Keisuke Shinohara
04RSC101	Low resistance switch with parallel diode for DC-DC converters.	expected completion end of 1/2005		Berinder Brar
05RSC020	Electrical contact on the etched semiconductor slope using a photoresist re-flow process, anisotropic dry etching and metal evaporation.	expected completion end of 1/2005		Wonill Ha, Berinder Brar, Keisuke Shinohara
05RSC018	Self aligned sidewall spacer (S3) FET Process.	expected completion end of 2/2005		Peter Asbeck, Berinder Brar
05RSC017	Self-aligned sidewall spacer (S3) FET Epitaxial Layer Structure with Integrated Shunt Diode From Source to Drain.	expected completion end of 2/2005		Wonill Ha, Berinder Brar
02RSC049	Matrix Integrated Magnetics (MIM) for multiple output DC-DC converters.	expected filing of prov. end of 2/05		Sriram Chandrasekaran, Vivek Mehrota
04RSC087	Two-staged interleaved LC filters in integrated magnetic structures.	expected filing of prov. 3/05		Sriram Chandrawsekaran, Vivek Mehrota, C. Young, A. Rozman
04RSC200	Integrated Multi-Phase Tapped Inductor Buck Converter, Integrated Magnetic Device and Method of Operation.	expected filing of prov. end of 2/05		Sriram Chandrawsekaran

Delaware

PAGE 1

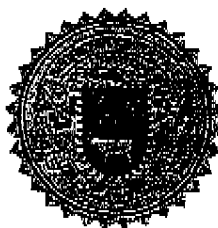
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GTI POWER SYSTEMS INC.", CHANGING ITS NAME FROM "GTI POWER SYSTEMS INC." TO "COLDWATT, INC.", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF MARCH, A.D. 2005, AT 4:22 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3793225 8100

050220424



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3749189

DATE: 03-17-05

PATENT
REEL: 018427 FRAME: 0361

**CERTIFICATE OF AMENDMENT NO. 1
TO THE
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
GTI POWER SYSTEMS INC.
a Delaware corporation**

GTI Power Systems Inc., a corporation organized and existing under the laws of the State of Delaware (the "*Corporation*"), hereby certifies:

FIRST: That the Corporation was originally formed as a limited liability company under the laws of the State of Delaware, having filed its Certificate of Formation on April 21, 2004, under the name GTI Power Systems LLC. It then filed a Certificate of Conversion on April 29, 2004, under the name GTI Power Systems, Inc., and filed a Certificate of Incorporation on the same date; and

SECOND: That the Board of Directors duly adopted resolutions proposing to amend the Corporation's Amended and Restated Certificate of Incorporation (the "*Certificate*") as follows below, declaring said amendment to be advisable and in the best interests of the Corporation and its stockholders, and authorizing the appropriate officers of the Corporation to solicit the consent of the stockholders therefor; and

THIRD: That the following amendment was duly adopted and approved in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware by the written consent of the required percentage of stockholders of the Corporation on March 16, 2005:

Article I of the Certificate is amended and restated to read in its entirety as follows:

"The name of the Corporation is ColdWatt, Inc."

In witness hereof, the undersigned officer has executed this First Certificate of Amendment to the Amended and Restated Certificate of Incorporation of GTI Power Systems Inc. this 16th day of March, 2005.

/s/ Jonathan Schulhof

Jonathan Schulhof
Vice President and Secretary

*State of Delaware
Secretary of State
Division of Corporations
Delivered 04:36 PM 03/16/2005
FILED 04:22 PM 03/16/2005
SRV 050220424 - 3793225 FILE*

AUS:567501.1

**PATENT
REEL: 018427 FRAME: 0362**

**CERTIFICATE OF AMENDMENT NO. 1
TO THE
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
GTI POWER SYSTEMS INC.
a Delaware corporation**

GTI Power Systems Inc., a corporation organized and existing under the laws of the State of Delaware (the "*Corporation*"), hereby certifies:

FIRST: That the Corporation was originally formed as a limited liability company under the laws of the State of Delaware, having filed its Certificate of Formation on April 21, 2004, under the name GTI Power Systems LLC. It then filed a Certificate of Conversion on April 29, 2004, under the name GTI Power Systems, Inc., and filed a Certificate of Incorporation on the same date; and

SECOND: That the Board of Directors duly adopted resolutions proposing to amend the Corporation's Amended and Restated Certificate of Incorporation (the "*Certificate*") as follows below, declaring said amendment to be advisable and in the best interests of the Corporation and its stockholders, and authorizing the appropriate officers of the Corporation to solicit the consent of the stockholders therefor; and

THIRD: That the following amendment was duly adopted and approved in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware by the written consent of the required percentage of stockholders of the Corporation on March 16, 2005:

Article I of the Certificate is amended and restated to read in its entirety as follows:

"The name of the Corporation is ColdWatt, Inc."

In witness hereof, the undersigned officer has executed this First Certificate of Amendment to the Amended and Restated Certificate of Incorporation of GTI Power Systems Inc. this 16th day of March, 2005.

/s/ Jonathan Schulhof
Jonathan Schulhof
Vice President and Secretary