

Recordation Form Cover Sheet PATENTS ONLY

Attorney's Docket No. 0055714-000010

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):**
The University of Newcastle Upon Tyne

2. **Name and address of receiving party(ies):**
GEN-X POWER CORP
First Floor, BCI House
P.O. Box 141
Rarotonga, Cook Islands

3. **Nature of Conveyance/Execution Date(s):**
Execution Date(s): 07/23/07

- | | |
|--|--|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Executive Order 9424 Confirmatory License |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Joint Research Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Government Interest Agreement | |
| <input type="checkbox"/> Other: _____ | |

4. **Application or patent number(s):**
A. Patent Application No.(s)
11/661,328
B. Patent No.(s)

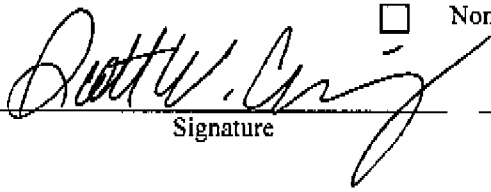
This document is being filed together with a new application.

5. **Name and address to whom correspondence concerning document should be mailed:**
Name: Scott W. Cummings
Address: Buchanan Ingersoll & Rooney PC
Customer Number 21839
P.O. Box 1404
Alexandria, VA 22313-1404

6. **Total number of applications and patents involved:** 1

7. **Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

<input type="checkbox"/>	Authorized to be charged by credit card. PTO Form 2038 attached.
<input checked="" type="checkbox"/>	Authorized to be charged to deposit account 02-4800
<input type="checkbox"/>	Enclosed.
<input type="checkbox"/>	None required (gov't interest not affecting title)

8. **Signature:** 
Signature _____ 41,567 _____ January 11, 2008
Reg. No. Date

Scott W. Cummings
Name of Person Signing

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

6

CH \$40.00 024800 11661328

PATENT

PCT/GB2005/003406

**ASSIGNMENT OF INVENTION
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

Parties:**1 'The Inventors'**

PAUL ANDREW CHRISTENSEN of 11 Copper Chare, Morpeth, Northumberland NE61 1BS,
United Kingdom,

NICHOLAS GEORGE WRIGHT of ~~34 Alwinton Terrace, Gosforth, Tyne and Wear NE3 1UB,~~
United Kingdom and

TERRENCE ARTHUR EGERTON of 1 Dunedin Avenue, Stockton on Tees, Teeside TS18 5JD,
United Kingdom.

2 'The University' THE UNIVERSITY OF NEWCASTLE UPON TYNE of 6 Kensington
Terrace, Newcastle Upon Tyne, Tyne and Wear NE1 7RU, United Kingdom.

3 'The Assignee' GEN-X POWER CORP (a company registered in Cook Islands) of First
Floor, BCI House, PO Box 141, Rarotonga, Cook Islands.

Recitals:

(A) The Inventors are the joint inventors of the invention or inventions entitled Electrochemical Device ("the Invention") for which the United Kingdom Patent Application ("The Priority Application") and the International patent applications claiming priority from the Priority Application ("the International Applications") set forth in the schedule hereto have been filed

(B) The Inventors were at all relevant times employed by the University and by the terms of their employment and the operation of the provisions of the UK Patents Act in 1977, all rights which they would otherwise own in the invention belong to the University

(C) By an agreement dated 2 March 2007, the University assigned all of its rights in the invention and the International Applications to the Assignee

(D) To facilitate the prosecution of the International Applications, the Inventors and the University have agreed to execute this Confirmation of Assignment to the Assignee of all of their rights, title and interest in and to the invention, the Priority Application and the International Applications

Operative provisions:

In consideration for the payment of £1.00 and other valuable consideration by the Assignee to the Inventors the receipt and sufficiency of which is hereby acknowledged by the Inventors:

1 The Inventors hereby sell and assign to the University which accepts and further assigns to the Assignee, which accepts, absolutely and free from incumbrances:

1.1 all their rights title and interest in all countries of the world in to and under the Invention, the Priority Application and the International Applications and all national and regional phases thereof and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;

1.2 all such rights as they may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in the Assignee or its successors or assigns;

1.3 all such rights as they may have to claim priority from the Priority Application in any and all applications for patent protection for the Invention, such rights to be enjoyed by the Assignee with effect from the date of filing of the International Applications;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Inventors and/or the University had this assignment not been made.

2 The Inventors and the University hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any patent applications in any countries or regions of the world which fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the any Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP will represent only the Assignee with respect to this invention.

3 The Inventors hereby UNDERTAKE that at the request and cost of the Assignee or its successors or assigns they will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

4 The Inventors hereby request the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.

5 This assignment and undertaking shall be binding upon the Inventors' heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignees.

IN WITNESS WHEREOF the parties hereto have executed this assignment and undertaking

SCHEDULE

Patent Office	Application No	Date
United Kingdom	0419629.1	3 September 2004
WIPO	PCT/GB2006/00346	2 September 2005
EPO	05777466.3	2 September 2005
USA		
Brazil	PI0514918-5	2 September 2005
Canada		2 September 2005
China	200580033751.2	2 September 2005
India	1317/CHENP/2007	2 September 2005
Japan		2 September 2005
Russia	2007112120	2 September 2005

SIGNED by PAUL ANDREW CHRISTENSEN)
 on: 18 June 2007)

Signature: *P.A. Christensen*

in the presence of: (Witness))

Signature: *Wenfeng Lin*

Name: WENFENG LIN

Address: 141 Holystone Crescent,
 Newcastle upon Tyne, NE7 7HA.

SIGNED by NICHOLAS GEORGE WRIGHT)

on: 28 June 2007)

Signature: *N. Wright*

in the presence of: (Witness))

Signature: *T.P. Curtis*

Name: T.P. CURTIS
 Address: 37 WOLSINGHAM RD

NEWCASTLE; NE3 4RP)

SIGNED by TERENCE ARTHUR EGERTON)

on: 21/06/07)

Signature: *T.A. Egerton*

in the presence of: (Witness))

Signature: *P.A. Egerton*

Name: PATRICIA EGERTON

Address: 1 Dunalley Ave,
 Stockton TS18 5TD.

SIGNED for and on behalf of THE UNIVERSITY OF)
 NEWCASTLE UPON TYNE)

on: 23/07/07)

Signature: *P.S. Under*

in the presence of: (Witness))

Signature: *Stephen Price*

Name: STEPHEN PRICE

Address: Business Development Directorate
 Stephenson Building
 Newcastle University
 NE1 7RU.

Name: P.S. UNDER
 Position: Business Dev. Mgr.

SIGNED for and on behalf of GEN-X POWER CORP)

on: Aug 28, 2007)

in the presence of: (Witness))

Signature: PIA Blum)

Name: PIA BLUM

Address: 1415 WINDSOR ST. N.W.
CALGARY, AB
T2N 3X4
CANADA

Signature: Stephan Blum

Name: STEPHAN BLUM

Position: COO