

U.S. PTO  
12/082334  
04/10/2008

DELPHI TECHNOLOGIES, IN  
Customer Number 22851  
Legal Staff  
P.O. Box 5052  
Mail Code: 480-410-202  
Troy, Michigan 48007-5052

04-17-2008



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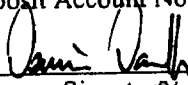
Enclosed for recording is Assignment documentation for the following patent application:

- Attorney Docket No.: 89190.007608/DP-317374
- (1) Assignors: MERGLER, Christopher M.  
KELLY, Sean M.
- (2) Assignee: DELPHI TECHNOLOGIES, INC.  
Legal Staff - Mail Code: 480-410-202  
P.O. Box 5052  
Troy, Michigan 48007-5052
- (3) Assignment of patent application:
- (4) Application number: TBA
- (5) Address correspondence to: Paul L. Marshall, Esq.  
DELPHI TECHNOLOGIES, INC.  
Customer Number 22851  
Legal Staff  
P.O. Box 5052  
Mail Code: 480-410-202  
Troy, Michigan 48007-5052
- (6) Number of applications: 1  
Total Fee: \$40.00
- (7) Date documentation executed: April 9, 2008
- (8) Not applicable.
- (9) To the best of my knowledge and belief, the information contained on this cover sheet is a true copy of the original document.

Title: APPARATUS FOR SOLID-OXIDE FUEL CELL SHUTDOWN

Please charge the \$40.00 assignment recording fee to Deposit Account No. 10-0223.

Dennis B. Danella, Esq.  
Reg. No. 46,653  
JAECKLE FLEISCHMANN & MUGEL, LLP  
190 Linden Oaks, Rochester, New York 14625-2812  
Telephone: (585) 899-2930; Facsimile: (585)899-2931

  
Signature Date: 4/10/2008

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Total number of pages including cover sheet, attachments and document: 5 pages + 1 duplicate page  
Enclosures

DELPHI TECHNOLOGIES, INC.  
Assignment

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As a below named inventor or joint inventor of an invention or improvement entitled:

**APPARATUS FOR SOLID-OXIDE FUEL CELL SHUTDOWN**

for which I have executed an application for Letters Patent of the United States of America, which is being filed on an even date herewith; and

WHEREAS, DELPHI, a corporation organized and existing under the laws of the State of Delaware, having its principal office and place of business in the City of Troy, State of Michigan, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application in the United States of America and in any and all countries foreign thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I have sold, assigned, transferred, and set over, and by these presents do hereby sell, assign, transfer and set over, unto said DELPHI, its successors, legal representatives, and assigns, my entire right, title and interest in, to, and under the said invention, and the said application, and all divisional, renewal, substitutional, and continuation applications thereof, and all Letters Patent of the United States of America which may be granted thereof and all reissues and extensions hereof, and all applications for Letters Patents which may be filed for said invention in any country or countries foreign to the United States of America, including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention, all rights to register said invention in appropriate registries, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and I 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 all Letters Patent for said invention to said DELPHI, its successors, legal representatives, and assigns, in accordance with the terms of this instrument.

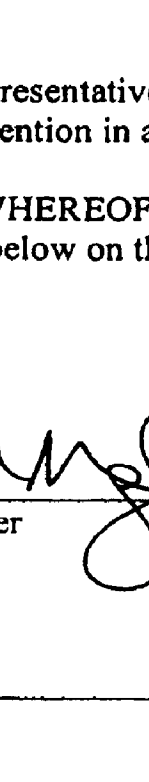
And I hereby covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

And I hereby further covenant and agree that I will communicate to said DELPHI, its successors, legal representatives, and assigns, any fact known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisions, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid said DELPHI, its

successors, legal representatives, and assigns, to obtain and enforce proper patent protection for said invention in all countries.

IN TESTIMONY WHEREOF, I authorize and affirm said assignments with the signature(s) set forth below on the indicated date(s).

Inventors:

  
\_\_\_\_\_  
Christopher M. Mergler

APRIL 9, 2008

\_\_\_\_\_  
Sean M. Kelly

\_\_\_\_\_, 2008

**DELPHI TECHNOLOGIES, INC.**  
**Assignment**

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Assignment - DELPHI

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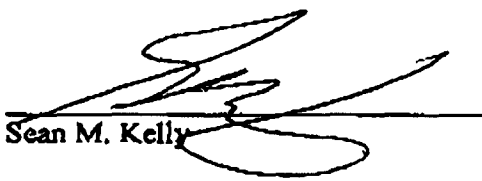
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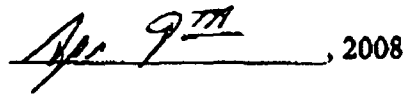
IN TESTIMONY WHEREOF, I authorize and affirm said assignments with the signature(s) set forth below on the indicated date(s).

Inventors:

\_\_\_\_\_  
Christopher M. Mergler

\_\_\_\_\_, 2008

  
Sean M. Kelly

  
\_\_\_\_\_, 2008