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	ORM COVER SHEET
PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies)	2. Name and address of receiving party(les)
Anton Polt	Name: Thomas Engine Company, LLC
	Internal Address:
Additional name(s) of conveying party(ies) attached? Yes N 3. Nature of conveyance/Execution Date(s): Execution Date(s) 4/17/2008	Street Address: 939 Pearl Street, Suite 210
Assignment Merger Security Agreement Change of Name	City: Boulder
Joint Research Agreement	State: Colorado
Government Interest Assignment	Country: USA Zip:80302
Executive Order 9424, Confirmatory License	Zip.88882
Other	Additional name(s) & address(es) attached? Yes No
11/917.147 Additional numbers a	ttached? ☐ Yes ☑ No
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1
Name:Douglas L. Wathen	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
Internal Address: P.O. Box 7021	Authorized to be charged by credit card
	Authorized to be charged to deposit account
Street Address:	Enclosed
	None required (government interest not affecting title
City: Troy	8. Payment Information
State: Michigan Zip: 48007	a, Credit Card Last 4 Numbers Expiration Date
Phone Number:(734) 913-9300	b. Deposit Account Number 07-1180
Fax Number: <u>(734) 913-6007</u>	Authorized User Name <u>Douglas L. Wathen</u>
Email Address docket@patl/sw.com, / //	Authorized Oser Name Douglas L. Wallett
9. Signature: WWW / WWW	July 14, 2008
Signature	Date
<u>Douglas L. Wathen</u> Name of Person Signing	Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT REEL: 021237 FRAME: 0368

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Anton Polt (hereinafter referred to as Assignor), residing at Goethestrasse 2, A-8111 Judendorf-Strassengel, Austria;

WHEREAS, Assignor has invented certain new and useful improvements in COMPACT VALVE ACTUATION MECHANISM FOR BARREL INTERNAL COMBUSTION ENGINES, set forth in a patent application for which an International Application was filed on June 23, 2006, PCT/US2006/024591, designating the United States, now U.S. Serial No. 11/917,147; and

WHEREAS, Thomas Engine Company, LLC, a Limited Liability Company organized under and pursuant to the laws of the State of Louisiana, having its principal place of business at 939 Pearl St., Suite 210, Boulder, Colorado 80302 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said

inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

GIFFORD, KRASS, SPRINKLE, ANDERSON & CITKOWSKI, P.C.

All practitioners at Customer Number 25006

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 04/17/08

Signature:

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