

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
A. John Speranza	07/22/2008
Andrzej E. Stanek	07/15/2008
Angelo A. Morson	07/11/2008
Justin D. Baltrucki	05/21/2001
RECEIVING PARTY DATA	
Name:	Proton Energy Systems, Inc.
Street Address:	10 Technology Drive
City:	Wallingford
State/Country:	CONNECTICUT
Postal Code:	06492
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6814841
Patent Number:	7314509
CORRESPONDENCE DATA	
Fax Number:	(860)286-0115
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	860-286-2929
Email:	cwhalley@CANTORCOLBURN.COM
Correspondent Name:	Dave S. Christensen
Address Line 1:	20 Church Street
Address Line 2:	22nd Floor
Address Line 4:	Hartford, CONNECTICUT 06103
ATTORNEY DOCKET NUMBER:	PES-0137(NP AND D)
NAME OF SUBMITTER:	Dave S. Christensen

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PATENT
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Total Attachments: 9

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ASSIGNMENT

In accordance with my obligations under an employee Non-Competition and Nondisclosure Agreement or (as applicable) arising out of other agreements (such as, but not limited to, agreements between the Proton Energy Systems, Inc., a Delaware Corporation, and my employer), and/or for other good and valuable consideration of which I acknowledge receipt, I

Full Name: A. John Speranza of West Hartford, CT.

hereby sell and assign to Proton Energy Systems, Inc., a Delaware Corporation, (hereinafter referred to as "Company") having an address at 10 Technology Drive, Wallingford, Connecticut, USA, its successors and assigns my entire respective right(s), title(s) and interest(s) in and to the invention and improvements invented and originated by me, solely or jointly, and described in the following provisional and nonprovisional U.S. Patent Applications for United States Patent, and issued United States Patents:

- filed on 9/28/2000 having Serial Number 60/236278
- filed on 9/28/2001 having Serial Number 09/966727 issued as US Patent Number 6887601
- filed on 1/31/2005 having Serial Number 11/047119 issued as US Patent Number 7241522
- filed on 4/24/2002 having Serial Number 10/132909 issued as US Patent Number 6814841
- filed on 7/29/2004 having Serial Number 10/900623 issued as US Patent Number 7314509
- filed on 7/20/2000 having Serial Number 60/219528
- filed on 7/20/2001 having Serial Number 09/909845 issued as US Patent Number 6833205
- filed on 9/15/2004 having Serial Number 10/941613
- filed on 9/18/2007 having Serial Number 11/856804
- filed on 9/27/2001 having Serial Number 09/965679 issued as US Patent Number 7354675
- filed on 5/3/2002 having Serial Number 10/137991
- filed on 9/27/2000 having Serial Number 60/235629

PATENT

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and any and all applications for patent and patents therefrom in any and all countries, including: i) all divisions, continuations, reexaminations and reissues thereof; and, ii) applications, divisions and continuations that claim priority thereto, and iii) all rights of priority resulting from the filing of said United States application, and authorize and request any official whose duty it is to issue patents, to issue any patent on said inventions and improvements resulting therefrom to said Company, or its successors or assigns and agree that on request and without further consideration. To the extent that a previous assignment has been executed by me with respect to the above referenced patent applications and/or issued patents, this writing is a confirmatory assignment *nunc pro tunc*.

Signature: _____

A/ John Speranza

Date: _____

7/27/08

Witnessed By:

Name: _____

Larry Mouthrop

Signature: _____

L. Mouthrop

Date: _____

22 July 08

Name: _____

ANDREW B. ROSEN
Andrew B. Rosen

Signature: _____

Date: _____

07/22/08

PATENT

REEL: 021266 FRAME: 0880

ASSIGNMENT


In accordance with my obligations under an employee Non-Competition and Nondisclosure Agreement or (as applicable) arising out of other agreements (such as, but not limited to, agreements between the Proton Energy Systems, Inc., a Delaware Corporation, and my employer), and/or for other good and valuable consideration of which I acknowledge receipt, I

Full Name: Andrzej E. Stanek of New Haven, CT.

hereby sell and assign to **Proton Energy Systems, Inc., a Delaware Corporation**, (hereinafter referred to as "Company") having an address at 10 Technology Drive, Wallingford, Connecticut, USA, its successors and assigns my entire respective right(s), title(s) and interest(s) in and to the invention and improvements invented and originated by me, solely or jointly, and described in the following provisional and nonprovisional U.S. Patent Applications for United States Patent, and issued United States Patents:

- filed on 4/24/2002 having Serial Number 10/132909 issued as US Patent Number 6814841
- filed on 7/29/2004 having Serial Number 10/900623 issued as US Patent Number 7314509

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Signature: 
Andrzej E. Stanek

Date: 7-15-08

Witnessed By:

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

ASSIGNMENT

In accordance with my obligations under an employee Non-Competition and Nondisclosure Agreement or (as applicable) arising out of other agreements (such as, but not limited to, agreements between the Proton Energy Systems, Inc., a Delaware Corporation, and my employer), and/or for other good and valuable consideration of which I acknowledge receipt, I

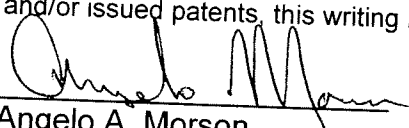
Full Name: Angelo A. Morson

of South Windsor, CT.

hereby sell and assign to **Proton Energy Systems, Inc., a Delaware Corporation**, (hereinafter referred to as "Company") having an address at 10 Technology Drive, Wallingford, Connecticut, USA, its successors and assigns my entire respective right(s), title(s) and interest(s) in and to the invention and improvements invented and originated by me, solely or jointly, and described in the following provisional and nonprovisional U.S. Patent Applications for United States Patent, and issued United States Patents:

- filed on 4/24/2002 having Serial Number 10/132909 issued as US Patent Number 6814841
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Signature: 

Angelo A. Morson

Date: 07-11-08

Witnessed By:

Name: Dean Halter

Signature: 

Date: 07-11-08

Name: Don Desmarais

Signature: 

Date: 7/11/08

Noncompetition and Nondisclosure Agreement



This Agreement is made between **Proton Energy Systems, Inc.**, a Delaware corporation (hereinafter referred to collectively with its subsidiaries as the "Company"), and Justin Baltucki (the "Employee").

In consideration of the commencement and/or continuation, effective as of the delivery of this Agreement, of the employment of the Employee by the Company, the Company and the Employee agree as follows:

1. Proprietary Information.



Noncompetition and Nondisclosure Agreement



2. Developments.

(a) The Employee will make full and prompt disclosure to the Company of all inventions, improvements, discoveries, methods, developments, software, and works of authorship, whether patentable or not, (i) which relate to the Company's business and have heretofore been created, made, conceived or reduced to practice by him/her or under his/her direction or jointly with others, and not assigned to prior employers, or (ii) which are created, made, conceived or reduced to practice by him/her or under his/her direction or jointly with others during his/her employment by the Company, whether or not during normal working hours or on the premises of the Company (all of the foregoing of which are collectively referred to in this Agreement as "Developments").

(b) The Employee agrees to assign and does hereby assign to the Company (or any person or entity designated by the Company) all his/her right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications. However, this paragraph 2(b) shall not apply to Developments which do not relate to the present or planned business or research and development of the Company and which are made and conceived by the Employee not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Proprietary Information. The Employee understands that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this paragraph 2(b) shall be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. The Employee also hereby waives all claims to moral rights in any Developments.

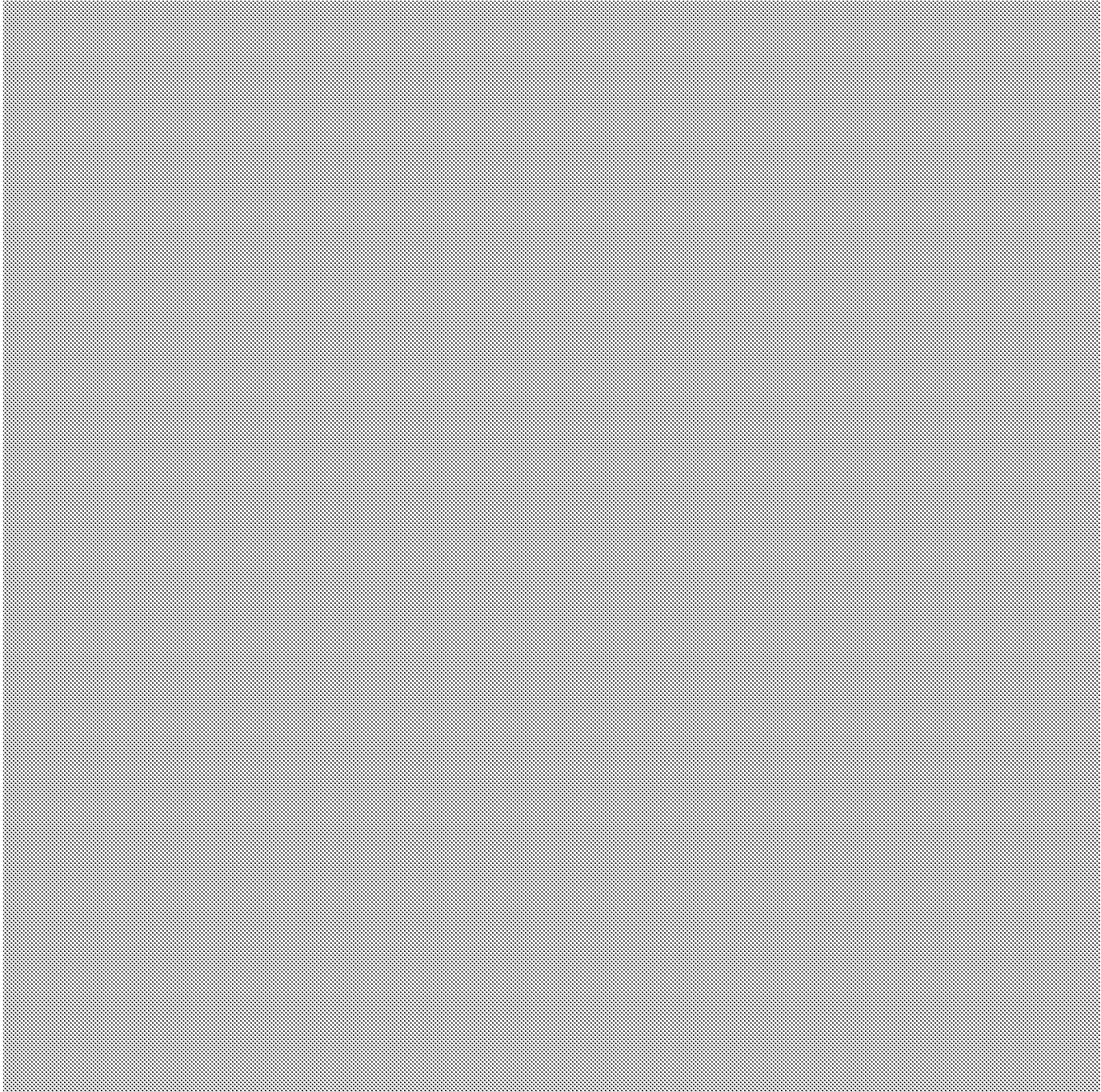
(c) The Employee agrees to cooperate fully with the Company, both during and after his/her employment with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to Developments, provided, however, that the Employee shall not be required to incur or pay any costs or expenses in connection with the rendering of such cooperation. The Employee shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which the Company may reasonably deem necessary or desirable in order to protect its rights and interests in any Development. The Employee further agrees that if the Company is unable, after reasonable effort, to secure the signature of the Employee on any such papers, any executive officer of the Company shall be entitled to execute any such papers as the agent and the attorney-in-fact of the Employee, and the Employee hereby irrevocably designates and appoints each executive officer of the Company as his/her agent and attorney-in-fact to execute any such papers on his/her behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Development,

Noncompetition and Nondisclosure Agreement

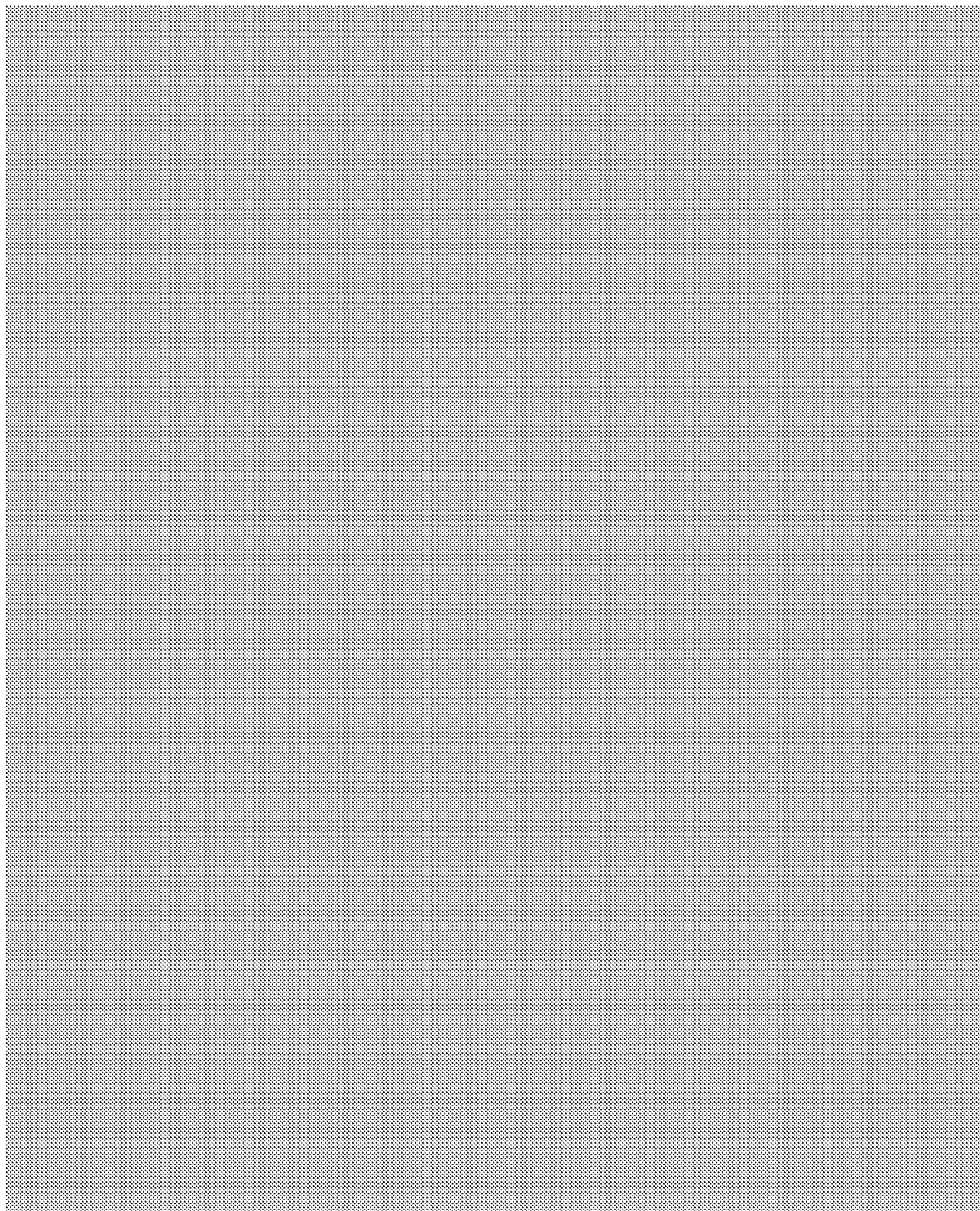


under the conditions described in this sentence.

3. Other Obligations.



Noncompetition and Nondisclosure Agreement



Noncompetition and Nondisclosure Agreement



THE EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

PROTON ENERGY SYSTEMS, INC.

Date: 5/21/01

By: [Signature]

EMPLOYEE

Date: 05/21/01

By: [Signature]