

FORM PTO-1595 (modified)
(Rev 6-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

<p>1. Name of conveying party(ies):</p> <p>James F. McELROY David WEINGAERTNER Swaminathan VENKATARAMAN Stephen COUSE</p> <p>Additional conveying party(ies) attached? NO</p>	<p>2. Name and address of receiving party(ics):</p> <p>BLOOM ENERGY CORPORATION 1252 Orleans Drive Sunnyvale, California 94089-1137</p> <p>Additional name(s) & address(es) attached? NO</p>
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<p>3. Nature of conveyance:</p> <p style="text-align: center;">ASSIGNMENT</p> <p>Execution Date:</p> <p style="text-align: center;">October 26, 5, 2, 5, 2009</p>	<p>Additional name(s) & address(es) attached? NO</p>
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<p>4. Application number(s) or patent number(s):</p> <p>If this is being filed together with a new application, the execution date of the application is:</p>	
<p>A. Patent Application Number(s):</p> <p style="text-align: center;">12/507,670</p>	<p>B. Patent Number(s):</p>
<p>Additional numbers attached? NO</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Leon Radomsky FOLEY & LARDNER LLP 3000 K Street, N.W. Suite 600 Washington, D.C. 20007-5143</p>	<p>6. Total number of applications/patents involved: 1</p> <p>7. Total fee (37 C.F.R. § 3.41): \$40.00</p> <p>Check Enclosed <input checked="" type="checkbox"/> Authorized to be charged to credit card <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Payment Information</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">a. Credit Card</td> <td style="width: 30%;">Last 4 Numbers</td> <td style="width: 40%; text-align: right;">5941</td> </tr> <tr> <td></td> <td>Expiration Date</td> <td style="text-align: right;">11/30/2011</td> </tr> <tr> <td>b. Deposit account number</td> <td></td> <td style="text-align: right;">19-0741</td> </tr> <tr> <td></td> <td>Authorized User Name</td> <td></td> </tr> </table>	a. Credit Card	Last 4 Numbers	5941		Expiration Date	11/30/2011	b. Deposit account number		19-0741		Authorized User Name	
a. Credit Card	Last 4 Numbers	5941											
	Expiration Date	11/30/2011											
b. Deposit account number		19-0741											
	Authorized User Name												

DO NOT USE THIS SPACE

<p>9. Statement and signature:</p> <p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.</i></p>		
<p>Leon Radomsky</p>		<p>11/5/09</p>
Name of person signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: **5**

OP \$40.00 12507670

PATENT

REEL: 023480 FRAME: 0952

Atty. Dkt. No. 079173-0400

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

BLOOM ENERGY CORPORATION
1252 Orleans Drive
Sunnyvale, California 94089-1137

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

**OPERATION OF FUEL CELL SYSTEMS WITH REDUCED CARBON FORMATION AND
ANODE LEADING EDGE DAMAGE**

as set forth in this United States Patent Application

check one executed concurrently herewith,
 executed on _____,
 Serial No. 12/507,670 filed 07/22/2009

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

Atty. Dkt. No. 079173-0400

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Atty. Dkt. No. 079173-0400

Executed this 26TH day of OCTOBER, 2009

[Signature]
JAMES F. MCELROY

State of California
County of Santa Clara

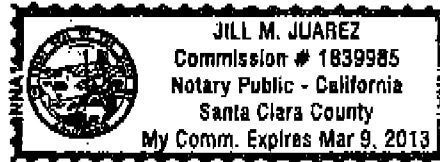
On this 26th day of October, 2009, before me, Jill Juarez (a notary public in and for said county), personally appeared JAMES F. MCELROY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

My Commission Expires: 3/9/2013



(Seal)

Executed this 5th day of October, 2009

[Signature]
DAVID WEINGAERTNER

State of California
County of Santa Clara

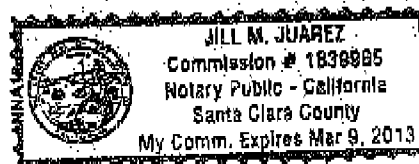
On this 5th day of October, 2009, before me, Jill Juarez (a notary public in and for said county), personally appeared DAVID WEINGAERTNER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

My Commission Expires: 3/9/2013



(Seal)

Atty. Dkt. No.: 079173-0400

Executed this 2nd day of October, 2009

Swaminathan

SWAMINATHAN VENKATARAMAN

State of California

County of Santa Clara

On this 2nd day of October, 2009, before me, Jill Juarez (a notary public in and for said county), personally appeared SWAMINATHAN VENKATARAMAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument (the person, or the entity upon behalf of which the person acted, executed the instrument.

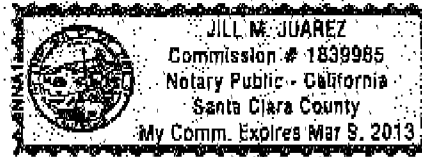
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jill Juarez

My Commission Expires: 3/9/2013

(Seal)



Executed this 05 day of Oct, 2009.

Stephen Couse
STEPHEN COUSE

State of California

County of Santa Clara

On this 5th day of October, 2009, before me, Jill Juarez (a notary public in and for said county), personally appeared STEPHEN COUSE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jill Juarez

My Commission Expires: 3/9/2013

(Seal)

