

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the Assignee to Worldwide Energy, Inc. of Delaware previously recorded on Reel 023697 Frame 0906. Assignor(s) hereby confirms the assignment of its entire right and interest in US Application Nos. 11/103,333 and 11/314,111.
CONVEYING PARTY DATA	
Name	Execution Date
UT-BATTELLE, LLC	10/06/2009
RECEIVING PARTY DATA	
Name:	WORLDWIDE ENERGY, INC. OF DELAWARE
Street Address:	2010 HIGHWAY 58
City:	OAK RIDGE
State/Country:	TENNESSEE
Postal Code:	37830
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11103333
Application Number:	11314111
CORRESPONDENCE DATA	
Fax Number:	(561)847-7801
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	561-847-7807
Email:	tj.fatum@novakdruce.com
Correspondent Name:	NOVAK DRUCE + QUIGG LLP
Address Line 1:	525 OKEECHOBEE BLVD., 15TH FLOOR
Address Line 2:	CITY PLACE TOWER
Address Line 4:	WEST PALM BEACH, FLORIDA 33401
ATTORNEY DOCKET NUMBER:	10204-1
NAME OF SUBMITTER:	GREGORY M. LEFKOWITZ

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**PATENT
 REEL: 023716 FRAME: 0043**

Total Attachments: 8

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PATENT ASSIGNMENT

Electronic Version v1.1
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12/22/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UT-BATTELLE, LLC	10/06/2009
RECEIVING PARTY DATA	
Name:	WORLDWIDE ENERGY, INC.
Street Address:	2010 HIGHWAY 58
City:	OAK RIDGE
State/Country:	TENNESSEE
Postal Code:	37830
PROPERTY NUMBERS Total: 2	
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Address Line 2:	CITY PLACE TOWER
Address Line 4:	WEST PALM BEACH, FLORIDA 33401
ATTORNEY DOCKET NUMBER:	10204-1
NAME OF SUBMITTER:	GREGORY M. LEFKOWITZ
Total Attachments: 6 source=10204_WORLDWIDE ENERGY ASSIGNMENT#page1.tif source=10204_WORLDWIDE ENERGY ASSIGNMENT#page2.tif	

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TO: NOVAK DRUCE + QUIGG LLP COMPANY: 525 OKEECHOBEE BLVD., 15TH FLOOR

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ASSIGNMENT AGREEMENT

This Assignment Agreement is between UT-Battelle, L.L.C. (hereinafter "UT-Battelle"), a Tennessee limited liability company having an address at 1 Bethel Valley, Oak Ridge, Tennessee 37830 and Worldwide Energy, Inc. of Delaware (hereinafter "Worldwide"), a corporation organized and existing under the laws of the State of Delaware and having a primary place of business at 2010 Highway 58, Oak Ridge, TN 37830.

WITNESSETH

WHEREAS, UT-Battelle and Worldwide entered into WFO Contract No. ERD-03-2338 on September 16, 2003, as amended, and an Exclusive Option Agreement No. OPT03-27 on September 16, 2003, as amended, and which Exclusive Option Agreement was exercised on March 17, 2005, and under the terms and conditions WFO Agreement and Option Agreement Worldwide was granted an exclusive, revocable, royalty-free license in inventions made under said WFO Agreement in a specified Filed of Use.

WHEREAS, UT-Battelle and Worldwide entered into an Exclusive License Agreement No. PLA 604 having an Effective Date on October 1, 2005, and amended by Amendment A, effective on May 1, 2006, Amendment B, effective 2, 2007 and Amendment C, effective on September 20, 2007.

WHEREAS, under the terms and conditions of Exclusive License Agreement No. PLA 604, as amended, certain inventions were identified as being made in the performance of WFO Agreement No. ERD-03-2338 and as such Worldwide was entitled to an exclusive, revocable, royalty-free license in such inventions in the defined Field of Use.

WHEREAS, UT-Battelle and Worldwide have agreed to terminate said Exclusive License Agreement and replace it with a new Exclusive License Agreement No. 1543, which is being signed contemporaneous herewith.

WHEREAS, under the terms and conditions thereof, among others, UT-Battelle has agreed to grant, in recognition of Worldwide's exclusive, revocable, royalty-free license, the entire, right, title and interest in inventions made in the performance of WFO Agreement No. ERD-03-2338, as amended.

NOW THEREFORE, for good and valuable consideration received, the Parties agree as follows:

1. UT-Battelle hereby warrants and represents that it has the right to grant the assignment of rights granted by this Agreement.
2. UT-Battelle hereby assigns to Worldwide effective as of 10/6/09 (hereinafter "Effective Date"), the entire, right, title and interest of UT-Battelle in and to the patents, patent applications, and invention disclosures, and divisions, continuations, continuations-in-part, reissues, substitutes, and extensions of the patents, patent applications, and invention disclosures (if any) identified in the attached Exhibit A (hereinafter collectively referred to as "Patents"), including the right to sue for past infringement.

3. Each of the Patents is and will remain subject to the Government's nonexclusive, nontransferable, irrevocable, paid-up license to practice or to have practiced for or on behalf of the United States the Patents throughout the world, pursuant to 35 USC 202(e)(4). Each of the Patents is and will remain subject to the march-in rights of the Government pursuant to 35 USC 203.
4. UT-Battelle will have no further obligation concerning the Patents, including further prosecution expenses, maintenance fees or costs to maintain such Patents in any countries, or attorney fees or any other costs incurred in regard to such Patents, after the Effective Date.
5. **NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A WARRANTY OR REPRESENTATION AS TO THE SCOPE OR VALIDITY OF ANY OF THE PATENT RIGHTS, OR THAT ANYTHING MADE OR SOLD COVERED BY THE PATENT RIGHTS WILL BE FREE FROM INFRINGEMENT OF PATENTS HELD BY THIRD PARTIES, OR THAT COMPANY A HAS ANY OBLIGATION OR LIABILITY WITH RESPECT TO THIRD PARTIES.**

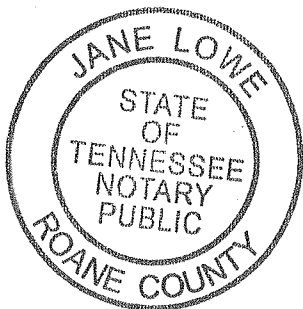
UT-BATTELLE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF ANY PATENT CLAIMS, ISSUED OR PENDING, ASSIGNED HEREUNDER. NOTHING IN THIS ASSIGNMENT SHALL BE CONSTRUED AS A REPRESENTATION OR WARRANTY GIVEN BY UT-BATTELLE THAT THE PRACTICE BY WORLDWIDE OR ANY SUBLICENSEE OF WORLDWIDE OF THE PATENT RIGHTS ASSIGNED HEREUNDER SHALL NOT INFRINGE THE PATENT RIGHTS OF ANY THIRD PARTY. UT-BATTELLE ADDITIONALLY DISCLAIMS ALL OBLIGATIONS AND LIABILITIES ON THE PART OF UTBATTELLE FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF UT-BATTELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FEES OR COSTS), ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, USE OR SALE OF ANY PRODUCTS THAT PRACTICE THE PATENT RIGHTS ASSIGNED UNDER THIS AGREEMENT. WORLDWIDE ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR LOSS OR DAMAGE CAUSED BY ANY PRODUCT THAT IS MANUFACTURED, USED OR SOLD BY OR FOR WORLDWIDE (INCLUDING SUBLICENSEE SALES).

UT-Battelle, LLC
 By: [Signature]
 Name: Thomas B. Ballard
 Title: Director, Partnerships Directorate
 Date: 10/6/09

Approved By:
 Initials: T.B.B.
 Date: 10/6/09

Worldwide Energy, Inc. of Delaware
 By: [Signature]
 Name: Paul T. Torgerson
 Title: President and CEO
 Date: 10/6/09

This instrument was acknowledged before me this 6th day of October, 2009, by the foregoing officer of UT-Battelle, LLC on behalf of the corporation.



Notary Public: Jane Lowe
 County of Authorization: Roane
 My Commission Expires: November 18, 2009

EXHIBIT A

UTBattelle has agreed to assign to Worldwide the entire, right, title, and interest in the following:

- 1) U. S. Patent Application Serial Number 11/103,333, filed at the USPTO on 4/11/2005 and entitled "Stack Configurations for Tubular Solid Oxide Fuel Cells" (UT-B ID 1400) Inventors: Timothy R. Armstrong, Michael P. Trammell and Joseph A. Marasco. (LIST ENTIREE FAMILY — 12 in database)

Docket No.	Country	Appl. No.	Filing Date	Patent No.	Issue Date	Status
1400.0	United States	11/103,333	04/11/2005			Active
1400.1	PCT	PCT/US06/013372	04/11/2006			Inactive Expired
1400.2	Japan	2008-506583	04/11/2006			Active
1400.3	Russia	2007141681	04/11/2006			Active
1400.4	Canada	2,604,716	04/11/2006			Active
1400.5	Australia	2006235362	04/11/2006			Active
1400.6	Europe	06749682.8	04/11/2006			Active
1400.7	South Africa	2007/10023	04/11/2006	2007/10023	10/29/2008	Granted
1400.8	Brazil	PI0609114-8	04/11/2006			Active
1400.9	India	3770/KOLNP/2007	04/11/2006			Active
1400.10	Norway	20075324	04/11/2006			Active
1400.11	Hong Kong	08107033.6	04/11/2006			Active

- 2) U. S. Patent Application Serial Number 11/171,655, filed at the USPTO on 6/30/2005 and entitled "Tubular Solid Oxide Fuel Cell Current Collector" (UT-B ID 1469) Inventors: Timothy R. Armstrong, Brian L. Bischoff and Theodore Sutton.
(LIST ENTIREE FAMILY — 10 in database)

Docket No.	Country	Appl. No.	Filing Date	Patent No.	Issue Date	Status
1469.0	United States	11/171,655	6/30/2005			Active
1469.1	PCT	PCT/US06/025708	06/30/2006			Inactive Expired
1469.2	Australia	2006265842	06/30/2006			Active
1469.3	India	74/KOLNP/2008	06/30/2006			Active
1469.4	South Africa	2008/02160	06/30/2006			Active
1469.5	Norway	20076684	06/30/2006			Active
1469.6	Russia	2008103349	06/30/2006			Active
1469.7	Canada	2,613,871	06/30/2006			Active
1469.8	Japan	2008-519636	6/30/2006			Active
1469.9	Europe	06786043.7	06/30/2006			Active

- 3) U. S. Patent Application Serial Number 11/305,974, filed at the USPTO on 12/19/05 and entitled "Enhancement of Thermal Stability of Porous Bodies Comprised of Stainless Steel or an Alloy" (UT-B ID 1592, S.105,194). Inventors: Kenneth D. Adcock, Timothy R. Armstrong, Brian L. Bischoff, Roddie R. Judkins, and Theodore G. Sutton. (LIST ENTIREE FAMILY — 10 in database)

Docket No.	Country	Appl. No.	Filing Date	Patent No.	Issue Date	Status
1592.0	United States	11/305,974	12/19/2005			Active
1592.1	PCT	PCT/US06/047229	12/11/2006			Inactive Expired
1592.2	Australia	2006333189	12/11/2006			Active
1592.3	Canada	2,632,883	12/11/2006			Active
1592.4	Europe	06849116.6	12/11/2006			Active
1592.5	Japan	2008-547300	12/11/2006			Active
1592.6	India	2845KOLNP2008	12/11/2006			Active
1592.7	South Africa	200806098	12/11/2006			Active
1592.8	Russia	2008128399	12/11/2006			Active
1592.9	Norway	20082796	12/11/2006			Active

- 4) U. S. Patent Application Serial number 11/314,111, filed at the USPTO on 12/21/05 and entitled "Solid Oxide Fuel Cell and Stack Configuration" (UT-Battelle ID 1552: S105,154). Inventors: Timothy R. Armstrong, Michael P. Trammell and Joseph A. Marasco.

LIST ENTIREE FAMILY — 10 in database)

Docket No.	Country	Appl. No.	Filing Date	Patent No.	Issue Date	Status
1552.0	United States	11/314,111	12/21/2005			Active
1552.1	PCT	PCT/US06/062489	12/21/2006			Inactive Expired
1552.2	Australia	2006330504	12/21/2006			Active
1552.3	Canada	2,634,460	12/21/2006			Active
1552.4	Europe	06848811.3	12/21/2006			Active
1552.5	Japan	2008-547773	12/21/2006			Active
1552.6	India	2767/KOLNP/2008	12/21/2006			Active
1552.7	South Africa	200804832	12/21/2006			Active
1552.8	Russia	2008129475	12/21/2006			Active
1552.9	Norway	20082760	12/21/2006			Active

- 5) U.S. Patent Application Serial Number 11/755,945, filed at the USPTO on 05/31/2007 and entitled "Solid Oxide Fuel Cell Having Internal Active Layers" UT-B ID 1782; S(108,782). Inventors: Beth L. Armstrong, Timothy R. Armstrong, and John J. Henry, Jr.

Docket No.	Country	Appl. No.	Filing Date	Patent No.	Issue Date	Status
1782.0	United States	11/755,945	5/31/2007			Active

- 6) U.S. Patent Application Serial Number XXXXXXXX, filed at the USPTO on XXXXXX entitled "XXXXXXXXXX" UT-B ID 1882; S-111,492). Inventors: Timothy R. Armstrong, Beth L. Armstrong, John J. Henry, Jr., and Bruce A. Pint. Title of Invention Disclosure: "Improved Catalytic Activity in Metallic Based Electrochemical Devices."

Docket No.	Country	Appl. No.	Filing Date	Patent No.	Issue Date	Status
1882.0						ON HOLD

- 7) U.S. Patent Application Serial Number XXXXXXXX, filed at the USPTO on XXXXXX and entitled "XXXXXXXXXXXX" (UT-B ID 1884; S-111,494). Inventors: Timothy R. Armstrong, Beth L. Armstrong, and John J. Henry, Jr. Title of Invention Disclosure: "Solid Oxide Fuel Cell with Integrated Reforming Catalyst."

Docket No.	Country	Appl. No.	Filing Date	Patent No.	Issue Date	Status
1884.0						ON HOLD

- 8) U.S. Patent Application Serial Number XXXXXXXX, filed at the USPTO on XXXXXX and entitled "XXXXXXXXXX" (UT-B ID 2145; S-115,171). Inventor: Curtis J. Miller. Title of Invention Disclosure: "Improved Method for Making Tubular Solid Oxide Fuel Cells."

Docket No.	Country	Appl. No.	Filing Date	Patent No.	Issue Date	Status
2145.0						ON HOLD