

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Marco BRANDNER</td> <td>02/15/2010</td> </tr> <tr> <td>Thomas Franco</td> <td>02/15/2010</td> </tr> <tr> <td>Georg Kunschert</td> <td>02/10/2010</td> </tr> <tr> <td>Reinhold Zach</td> <td>02/15/2010</td> </tr> <tr> <td>Gebhard Zobl</td> <td>02/15/2010</td> </tr> </tbody> </table>		Name	Execution Date	Marco BRANDNER	02/15/2010	Thomas Franco	02/15/2010	Georg Kunschert	02/10/2010	Reinhold Zach	02/15/2010	Gebhard Zobl	02/15/2010
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CORRESPONDENCE DATA													
<p>Fax Number: (216)363-9001</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 216.363.9000</p> <p>Email: cschweter@faysharpe.com</p> <p>Correspondent Name: FAY SHARPE LLP</p> <p>Address Line 1: 1228 Euclid Avenue, 5th Floor</p> <p>Address Line 2: The Halle Building</p> <p>Address Line 4: Cleveland, OHIO 44115</p>													
ATTORNEY DOCKET NUMBER:	KADZ 200095US01												
NAME OF SUBMITTER:	Richard J. Minnich												

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PATENT
REEL: 023984 FRAME: 0512

Total Attachments: 3

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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, **MARCO BRANDNER, THOMAS FRANCO, GEORG KUNSCHERT, REINHOLD ZACH** and **GEBHARD ZOBL** who has/have created a certain invention for which a U.S. Patent Application was electronically filed January 13, 2010, and assigned Application Serial No. 12,668,963 and entitled

FUEL CELL AND METHOD FOR PRODUCTION THEREOF


hereby sell, assign and transfer to **PLANSEE SE**, ("Assignee"), a corporation of Austria, having a place of business at **A-6600, Reutte, Österreich, Austria**, its successors, assigns, nominees or other legal representatives, the full, exclusive, entire worldwide rights, title and interest in, to, and under said invention as described and claimed in said application, including any provisional application(s) from which it claims priority, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Inventor(s) if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, reissues, continuations-in-part, and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in Assignee's own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as Inventor(s) could have done if the foreign application had been filed in the names of the Inventor(s), and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventor(s) authorize(s) and request(s) the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty is to issue patents on applications as aforesaid, to issue the said Letters Patent to Assignee, its successors, assigns, nominees, or other legal representatives, as Assignee and owner of the said entire rights, and Inventor(s) covenant(s) that Inventor(s) has/have the full right to convey the said entire interest herein assigned and that Inventor(s) has/have not executed and will not execute any agreement in conflict herewith, and Inventor(s) will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts known to Inventor(s) respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing, and reissue applications, make all rightful oaths or declarations, and do all lawful acts requisite for the application for such divisional, continuing, or reissue applications, or the procuring thereof, and that if and when Assignee, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, Inventor(s) will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and

Inventor(s) further covenant(s) and agree(s) that Inventor(s) will, at any time upon request, do everything possible to aid Assignee, its successors, assigns, nominees, or other legal representatives, either in the name of Inventor(s) or Assignee, to apply for, obtain, and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty, and all the laws and treaties in force, all without further consideration but at the expense of Assignee, its successors, assigns, nominees, or other legal representatives.


Signed at the City of Reutte, Country of Austria on
15th February, 2010.


MARCO BRANDNER

Witnesses:



Printed Name: EINAR SCHURDA



Printed Name: MARTIN SCHEIDT

.....
Signed at the City of Reutte, Country of Austria on
15th February, 2010.


THOMAS FRANCO

Witnesses:



Printed Name: EINAR SCHURDA



Printed Name: MARTIN SCHEIDT

Signed at the City of Nieming, Country of Austria on
10/2/11, 20 .

Georg Kunschert
GEORG KUNSCHERT

Witnesses:

Einar Schurda

Printed Name: EINAR SCHURDA

Martin Scheidt

Printed Name: MARTIN SCHEIDT

.....
Signed at the City of Reutte, Country of Austria on
15/2/11, 2010.

Reinhold Zach
REINHOLD ZACH

Witnesses:

Einar Schurda

Printed Name: EINAR SCHURDA

Martin Scheidt

Printed Name: MARTIN SCHEIDT

.....
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Gebhard Zobl
GEBHARD ZOBL

Witnesses:

Einar Schurda

Printed Name: EINAR SCHURDA

Martin Scheidt

Printed Name: MARTIN SCHEIDT

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