

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | LICENSE |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Eastern Wind Power, Inc. | 04/26/2010 |
| RECEIVING PARTY DATA | |
| Name: | The Darwin Project |
| Street Address: | 13 Arlington Street |
| City: | Cambridge |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02140 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12766578 |
| CORRESPONDENCE DATA | |
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| Total Attachments: 5 source=Patent_License_Agreement_to_PTO#page1.tif source=Patent_License_Agreement_to_PTO#page2.tif source=Patent_License_Agreement_to_PTO#page3.tif source=Patent_License_Agreement_to_PTO#page4.tif | |

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**PATENT
 REEL: 024297 FRAME: 0058**

PATENT LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made as of this 26 day of April, 2010, by and between Eastern Wind Power, Inc., a corporation with its principal office located at 13 Arlington Street, Cambridge, Massachusetts, 02140 (hereinafter "LICENSOR"), and The Darwin Project, Inc., a corporation with its principal office located at 13 Arlington Street, Cambridge, Massachusetts, 02140 (hereinafter "LICENSEE") (collectively the "Parties").

WHEREAS, LICENSOR is the sole and exclusive owner of the Patent Rights, as defined below, including the application for Letters Patent of the United States titled **VERTICAL AXIS WIND TURBINE**, which is identified by United States Application Serial No. **12/766,578**, filed in the United States Patent and Trademark Office on **April 23, 2010**, and the application for Letters Patent of the United States titled **VERTICAL AXIS WIND TURBINE SYSTEM**, which is identified by United States Application Serial No. **12/403,001**, filed in the United States Patent and Trademark Office on **March 12, 2009** (collectively, the "Patent Applications");

WHEREAS, LICENSEE desires to acquire a license in and to the Patent Rights solely for not-for-profit and/or charitable purposes.

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE such license.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. LICENSE

a. LICENSOR hereby grants to LICENSEE, upon and subject to all the terms and conditions of this Agreement, a perpetual, royalty-free, fully paid-up, non-exclusive and transferable worldwide license, together with the right to sublicense, under the Patent Rights, to make, have made, use, sell, offer for sale, and import the systems, methods, production methods, or products embodying the invention(s) described in the Patent Application, related applications, or resulting patents, as defined in the Patent Rights, solely in relation to not-for-profit and/or charitable purposes.

b. LICENSEE, in its sole discretion, may grant any number of sublicenses to any third party under this Agreement for carrying out said not-for-profit and/or charitable purposes.

c. The license granted hereunder is fully transferable to any related organizations of the LICENSEE and/or successor organizations, at the sole discretion of LICENSEE for carrying out said not-for-profit and/or charitable purposes.

d. The license granted hereunder shall be irrevocable by LICENSOR, except upon express written consent of LICENSEE.

2. TERM

This Agreement shall be effective as of the date of execution by the Parties and shall expire simultaneously with the expiration of the longest-lived Patent Rights or the rejection or abandonment beyond further appeal of the last-remaining patent application comprised within the Patent Rights, whichever occurs later, unless sooner terminated by LICENSEE pursuant to the terms of this Agreement.

3. COMPENSATION

The license granted hereunder is fully paid-up and royalty-free and LICENSEE has no obligation to pay any further royalty or compensation to LICENSOR therefore.

4. INTELLECTUAL PROPERTY PROTECTION

a. In the event that LICENSEE wishes that a corresponding patent application of any other country, territory, or possession be filed, it shall notify LICENSOR of that wish and LICENSOR shall thereupon promptly notify LICENSEE whether and when LICENSOR will file such other patent application, which shall not be unreasonably withheld. If agreed upon, the LICENSEE shall assign all commercial rights obtained back to the LICENSOR.

b. Failing such agreement, LICENSOR shall, at LICENSEE's notification, permit LICENSEE to file such patent application and prosecute it to issuance or final rejection, including all appeals, at LICENSEE's own expense. Such patent application, any patent issuing thereon, and any renewals and extensions thereof shall be added to the Patent Rights, and LICENSOR shall have no right, title, or interest thereto.

c. With the exception of patent applications filed by LICENSEE, all patent applications comprised within the Patent Rights shall be prosecuted to issuance or final rejection by LICENSOR at LICENSOR's cost and expense. Any taxes, annuities, working fees, maintenance fees, and/or renewal and extension charges with respect to all Patent Rights subject to this Agreement shall be punctually paid by LICENSOR, or the LICENSEE has the right to cure the same.

5. WARRANTIES AND OBLIGATIONS

a. LICENSOR represents and warrants that, to the best of its knowledge and belief, it is the owner of the entire right, title, and interest in and to the Patent Properties; that it has the right and power to grant the licenses granted herein; and that there are no other agreements with any other party in conflict with such grant.

b. LICENSOR further represents and warrants that, to the best of its knowledge and belief, LICENSEE's contemplated use of the Patent Rights as represented to LICENSOR does not infringe any valid rights of any third party, and that there are no actions for infringement

against LICENSOR with respect to items it manufactures and sells embodying the invention of the Patent Rights anywhere in the world.

c. All improvements to any invention disclosed in the Patent Properties made by the LICENSEE shall be promptly disclosed to LICENSOR and shall hereinafter become the property of LICENSOR subject to this Agreement. LICENSEE hereby agrees to execute any and all documents necessary to perfect LICENSOR's rights in such improvements.

6. TERMINATION

LICENSEE shall have the sole right to terminate this Agreement at any time upon 14 days' written notice to LICENSOR, such termination to become effective at the conclusion of such 14-day period. LICENSOR has no right, obligation, or power to terminate this Agreement or any license granted hereunder.

7. INFRINGEMENTS

a. LICENSOR shall have the sole and exclusive right, in its discretion, to institute and prosecute lawsuits against third persons for infringement of the rights licensed in this Agreement. All sums recovered in any such lawsuits, whether by judgment, settlement or otherwise, in excess of the amount of reasonable attorneys' fees and other out of pocket expenses of such suit, shall be retained solely by LICENSOR.

b. LICENSEE agrees to reasonably cooperate with LICENSOR in the prosecution of any such suit against a third party and shall execute all papers, testify on all matters, and otherwise cooperate in any way reasonably necessary for the prosecution of any such lawsuit. The LICENSOR shall reimburse the LICENSEE for any expenses incurred as a result of such cooperation.

8. NOTICES

a. Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party at the above stated address or mailed by certified, registered, or Express mail, return receipt requested or by Federal Express.

b. Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

9. DEFINITIONS

a. "Patent Rights" means:

(i) the Patent Applications, which are identified by United States Application Serial No. **12/766,578**, filed in the United States Patent and Trademark Office on **April 23, 2010**, and any such Letters Patent as may issue thereon, and United States Application Serial No. **12/403,001**, filed in the United States Patent and Trademark Office on **March 12, 2009** and any such Letters Patent as may issue thereon;

(ii) Any patent applications claiming priority to either of said Patent Applications and any divisionals, continuations, substitutes, continuation-in-part applications, and continued prosecution applications (and their relevant international equivalents) of the Patent Applications to the extent the claims are directed to subject matter specifically described in whole or in part in the Patent Applications and any such Letters Patents as may issue thereon;

(iii) Any applications and resulting patents from reissues, reexaminations, renewals, or extensions (and their relevant international equivalents) of the patents described in (i) and (ii) above;

(iv) Any international (non-United States) patent applications and provisional applications filed and the relevant international equivalents to divisionals, continuations, continuation-in-part applications and continued prosecution applications of the Patent Applications to the extent the claims are directed to subject matter specifically described in the patents or Patent Applications referred to in (a), (b), and (c) above, and the resulting patents; and

(v) All other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property.

10. GENERAL PROVISIONS

All disputes between the LICENSEE and the LICENSOR which cannot be settled amicably shall be determined by arbitration in Boston, Massachusetts by the filing of a demand with the American Arbitration Association in Boston, Massachusetts. A single arbitrator engaged in the practice of law pertaining to commercial disputes shall be appointed to conduct the arbitration under the then current rules of the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof.

The parties agree to execute any other agreements necessary to perfect the license and other terms set forth in this agreement. This Agreement shall be governed in accordance with the laws of the State of Massachusetts. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Massachusetts including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

11. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

12. INTEGRATION

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

EASTERN WIND POWER, INC.

THE DARWIN PROJECT, INC.

By: *Joel Haas*

By: *Linda M. Haas*

Its: *President*

Its: *President*

Dated: *April 26, 2010*

Dated: *April 26, 2010*