

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Solar Systems Pty Ltd	03/15/2010
RECEIVING PARTY DATA	
Name:	Concentrated Photovoltaic Pty Ltd
Street Address:	Building 54, Lucas Heights Science Centre
Internal Address:	New Illawarra Road
City:	Lucas Heights
State/Country:	AUSTRALIA
Postal Code:	NSW, 2234
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5658448
Patent Number:	5973825
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-542-5070
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Correspondent Name:	Timothy A. French
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Address Line 4:	Minneapolis, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	07404-0002001/0002002
NAME OF SUBMITTER:	Rita M. Liston

Total Attachments: 16
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**PATENT
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Deed of Assignment of Patents

BETWEEN:

Solar Systems Pty Ltd (in liquidation) (**SSPL**), Solar Power Stations Australia Pty Ltd (in liquidation) (**SPSA**) and Solar Systems Generation Pty Ltd (in liquidation) (**SSG**) (together, **Vendors**)

AND:

Concentrated Photovoltaic Pty Ltd (**Purchaser**)

MinterEllison

L A W Y E R S

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE
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Deed of Assignment of Patents

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Details	3
Background	5
Agreed terms	6
1. Defined terms & interpretation	6
1.1 Defined terms	6
1.2 Interpretation	6
1.3 Headings	7
2. Assignment	7
3. Further assurances	7
1. GST	7
1.1 Interpretation	7
1.2 GST gross up	7
1.3 Reimbursements	7
1.4 Tax invoice	8
2. Notices and other communications	8
2.1 Service of notices	8
2.2 Effective on receipt	8
3. Liquidators not personally liable	8
4. Miscellaneous	8
4.1 Alterations	8
4.2 Approvals and consents	8
4.3 Assignment	8
4.4 Stamp duty	8
4.5 Counterparts	9
4.6 No merger	9
4.7 Further action	9
4.8 Severability	9
4.9 Waiver	9
4.10 Governing law and jurisdiction	9
Schedule 1 – Patents	10

Details

Date *15 March* 2010

Parties

Name	Solar Systems Pty Ltd (in liquidation)
ABN	43 090 609 868
Short form name	SSPL
Notice details	C/- PricewaterhouseCoopers Freshwater Place, 2 Southbank Boulevard, Southbank, Victoria, 3006 Facsimile: +61 3 8613 2603 Attention: Stephen Longley
Name	Solar Power Stations Australia Pty Ltd (in liquidation)
ABN	22 096 444 156
Short form name	SPSA
Notice details	C/- PricewaterhouseCoopers Freshwater Place, 2 Southbank Boulevard, Southbank, Victoria, 3006 Facsimile: +61 3 8613 2603 Attention: Stephen Longley
Name	Solar Systems Generation Pty Ltd (in liquidation)
ABN	66 118 961 970
Short form name	SSG
Notice details	C/- PricewaterhouseCoopers Freshwater Place, 2 Southbank Boulevard, Southbank, Victoria, 3006 Facsimile: +61 3 8613 2603 Attention: Stephen Longley

together, the **Vendors**

AND

Name	Concentrated Photovoltaic
ACN	142 019 583
Short form name	Purchaser
Notice details	Building 64, Lucas Heights Science Centre New Illawarra Road, NSW, 2234

Facsimile: +61 2 9704 8800
Attention: Chris Wilks

Background

- A On 7 September 2009 Stephen Longley and David McEvoy were appointed as joint and several voluntary administrators of SSPL, SPSA and SSG.
- B On 19 February 2010 Stephen Longley and David McEvoy were appointed as joint and several liquidators of SSPL, SPSA and SSG.
- C The Vendors are the legal and beneficial owners of the Patents.
- D The Vendors have agreed to assign to the Purchaser, and the Purchaser has agreed to accept an assignment of, the Patents, on the terms and conditions of this deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed:

Business Day means a day that is not a Saturday, Sunday, or a public holiday or bank holiday in Victoria, Australia.

Effective Date means the date of this deed.

Liquidators means Stephen Graham Longley and David Laurence McEvoy, each in his capacity as liquidator of SSPL, SSG and SPSA.

Patents means the patents and patent applications set out in Schedule 1.

Representative means, in relation to a person or entity, its officers, employees, agents, advisors or financiers and, in the case of the Liquidators, includes PricewaterhouseCoopers.

Vendors means SSPL, SPSA and SSG and **Vendor** means any one of them.

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Melbourne, Australia time;
- (g) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators and successors;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and

- (l) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Assignment

Each Vendor assigns to the Purchaser, with effect from the Effective Date:

- (a) all of its right, title and interest in and to the Patents, including the right to be recorded in any relevant register as the owner of the Patents and any and all present and future rights, powers, privileges and immunities arising or accruing from the Patents, free from all encumbrances;
- (b) all claims, causes of action and rights of action (past, present and future) anywhere in the world arising out of or as a result of the Patents; and
- (c) all accrued rights and causes of action for past infringement and all rights to damages, profit and all other relief in respect of such past infringement and the right to sue for, recover and retain for the Purchaser's own use and benefit absolutely all such damages and profits and other relief, in any way relating to the Patents anywhere in the world.

3. Further assurances

- (a) Each party agrees, at the request of another party, to execute such documents, forms and authorisations and to do all other things as may be reasonably necessary in order to effect the parties' agreement in clause 2.
- (b) All costs of effecting the assignment of rights to the Purchaser under clause 2 of this deed, including the cost of recording the assignment in any relevant register of patents or preparing any additional documents, forms and authorisations, will be borne by the Purchaser.

1. GST

1.1 Interpretation

In this clause 1, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

1.2 GST gross up

If a party makes a supply under or in connection with this agreement in respect of which GST is payable, the consideration for the supply but for the application of this clause 1.2 (**GST exclusive consideration**) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing under the relevant Act at the time the supply is made.

1.3 Reimbursements

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 1.2.

1.4 Tax invoice

A party need not make a payment for a taxable supply made under or in connection with this agreement until it receives a tax invoice for the supply to which the payment relates.

2. Notices and other communications

2.1 Service of notices

A notice, demand, consent, approval or communication under this deed (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

2.2 Effective on receipt

A Notice given in accordance with clause 2.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within one Business Day after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

3. Liquidators not personally liable

The Liquidators and their Representatives will not be personally liable on any basis in respect of this deed, except in the event of fraud or dishonesty on their part.

4. Miscellaneous

4.1 Alterations

This deed may be altered only in writing signed by each party.

4.2 Approvals and consents

Except where this deed expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this deed.

4.3 Assignment

A party may only assign this deed or a right under this deed with the prior written consent of each other party.

4.4 Stamp duty

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this deed or a transaction contemplated by this deed, must be paid by the Purchaser.

4.5 Counterparts

This deed may be executed in counterparts. All executed counterparts constitute one document.

4.6 No merger

The rights and obligations of the parties under this deed do not merge on completion of any transaction contemplated by this deed.

4.7 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this deed and the transactions contemplated by it.

4.8 Severability

A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this deed continue in force.

4.9 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

4.10 Governing law and jurisdiction

This agreement is governed by the law of Victoria, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

Schedule 1– Patents

1. **ES-1 Photovoltaic Power Generator P63778**
 - (a) 10/557409, United States, pending.
2. **GC-1 Method and Apparatus for Managing Power Output of an Electrical Power P79461**
 - (a) 61/116213, United States, pending – 12 month completion deadline 19 November 2009.
3. **HY-1 The Production of Hydrogen from Solar Radiation from High Efficiency P16200**
 - (a) 691792, Australia, patent – in force, renewal due: 25 November 2009, expiry date: 25 November 2013.
 - (b) 0670915, Europe (registered and in force in Germany (69325817.9), Spain (670915), France (670915), UK (670915), Greece (3031865) and Italy (670915)), patent – in force, renewal due 30 November 2009, expiry date 25 November 2013.
 - (c) 312023, South Korea, patent – in force, renewal due 4 October 2010, expiry date 25 November 2013.
 - (d) 5658448, United States, patent – in force, expiry date 19 August 2014.
 - (e) 906, Vietnam, patent – in force, renewal due 25 November 2009, expiry date 25 November 2013.
4. **HY-2 Apparatus for Separating Solar Radiation into Longer & Shorter Wavelength Components P16200.1**
 - (a) 731495, Australia, patent – in force, renewal due 25 November 2009, expiry date 25 November 2013.
 - (b) 0927857, Europe (registered and in force in Germany (69333191.7), Spain (927857), France (927857), UK (927857), Greece (3047201) and Italy (927857)), patent – in force, renewal due 30 November 2009, expiry date 25 November 2013.
 - (c) 5973825, United States, patent – in force, renewal due 26 April 2011, expiry date 26 October 2016.
5. **HY-3 An Electrolyser for Producing Hydrogen P79095**
 - (a) 61/116242, United States, pending – 12 months completion deadline 19 November 2009.
6. **MI-1 Solar Mirror Testing and Alignment P41755**
 - (a) 2002244529, Australia, patent in force, renewal due 3 April 2010, expiry date 3 April 2022.
 - (b) 2007231815, Australia, patent in force, renewal due 3 April 2010, expiry date 3 April 2022.

- (c) 2008201847, Australia, awaiting response instructions (21 month acceptance deadline 16 September 2010), renewal due 3 April 2010, expiry date 3 April 2022.

7. MI-2 A Method of Manufacturing Mirrors for a Dish Reflector P41678

- (a) 2002244518, Australia, patent – in force, renewal date 28 March 2010, expiry date 28 March 2022.
- (b) 7550054, United States, patent – in force, renewal date 23 December 2012, expiry date 7 April 2024.

8. MO-1 Receiver for Concentrated Solar Radiation P41677

- (a) 2002244519, Australia, patent – in force, renewal due 28 March 2010, expiry date 28 March 2022.
- (b) 02712633.3, Europe, under examination – response to examination report filed, renewal due 31 March 2010, expiry date 28 March 2022.
- (c) 7076965, United States, patent – in force, renewal date 18 January 2010, expiry date 28 March 2022.

9. MO-2 Extracting Heat from an Object P50275

- (a) 2004269431, Australia, under examination – response to examination report required – 12 month deadline 3 October 2009, final acceptance deadline – 3 July 2010, renewal due 30 August 2010, expiry date 30 August 2024.
- (b) ZL200480024661.2, China, patent – in force, renewal due 30 August 2009, final grace period 28 February 2010, expiry date 30 August 2024.
- (c) 1661187, Europe (patent - registered and in force in Germany, Spain, France, UK, Greece, Italy and Turkey), patent – in force, renewal due 31 August 2009. final grace period 28 February 2010, expiry date 31 August 2024.
- (d) 00334/MUMNP/2006, India, under examination – response to examination report filed.
- (e) 10/567099, United States, pending.
- (f) HK1094917, Hong Kong, patent – in force, renewal due 30 August 2012, expiry date 30 August 2024.

10. PV-1 A Bypass Diode for Photovoltaic Cells P63776

- (a) 2004239803, Australia, patent – in force, renewal due 19 May 2010, expiry date 19 May 2024.
- (b) 200480013661.2, China, patent – in force, renewal due 19 May 2010, expiry date 19 May 2024.
- (c) 04733732.4, Europe, under examination – awaiting further examination report/acceptance, renewal due 31 May 2010, expiry date 19 May 2024.
- (d) 5541/DELNP/2005, India, examination requested 8 May 2006, awaiting examination report.

- (e) 10/557456, United States, under examination – awaiting further examination report/acceptance.
 - (f) HK1095203, Hong Kong, patent – in force, renewal due 19 May 2013, expiry date 19 May 2024.
- 11. PV-2 A Photovoltaic Device for a Closely Packed Array P78020**
- (a) PCT/AU2009/000735, International, pending – 30 month national phase deadline 11 December 2010.
- 12. PV-3 A Substrate for Photovoltaic Devices P78044**
- (a) PCT/AU2009/000734, International, pending – 30 month national phase deadline 11 December 2010.
- 13. PV-4 A Photovoltaic Cell P79257**
- (a) 61/113104, United States, pending – 12 month completion deadline 10 November 2009.
- 14. RE-1 Photovoltaic Receiver Condition Monitoring P78115**
- (a) PCT/AU2009/000777, International, pending – 30 month national phase deadline 17 December 2010.
- 15. RE-4 Protection Apparatus for a Solar Receiver P79376**
- (a) 61/113990, United States, pending – 12 month completion deadline 12 November 2009.
- 16. TR-1 Solar Tracking System P41691**
- (a) 2002242487, Australia, patent – in force, renewal due 28 March 2010, expiry date 28 March 2022.
 - (b) 7109461, United States, patent – in force, renewal due 19 March 2010, expiry date 28 March 2022.
- 17. TR-2 A Tracking System P63777**
- (a) 2004238896, Australia, under examination – response instructions received but instructed not to incur further expense (23 January 2010), renewal due 19 May 2010, expiry date 19 May 2024.
 - (b) 7589302, United States, patent – in force, renewal due 15 March 2013, expiry date 19 May 2024.
- 18. TR-3 Heliostat Concentrator Photovoltaic Power Generating and Control System P78012**
- (a) PCT/AU2009/000782, International, pending – 30 month national phase deadline 17 December 2010.

19. TR-4 Heliostat Calibration Method and Apparatus P78024

- (a) PCT/AU2009/000781, International, pending - 30 month national phase deadline 17 December 2010.

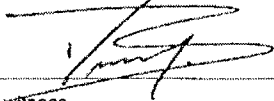
20. MI-6 Method of Adjusting a Mirror Panel of a Solar Concentrator P 81243

- (a) 61/229547, United States, pending – 12 month completion deadline 21 July 2010

Signing page

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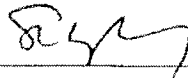
Executed by Solar Systems Pty Ltd (in liquidation) in accordance with the Corporations Act in the presence of:



Signature of witness

BEN VERNER.

Name of witness (print)

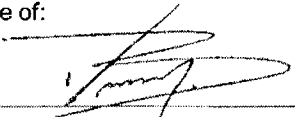
←  ←

Signature of liquidator

STEPHEN LONGLEY

Name of liquidator

Executed by Solar Power Stations Australia Pty Ltd (in liquidation) in accordance with the Corporations Act in the presence of:



Signature of witness

BEN VERNER.

Name of witness (print)

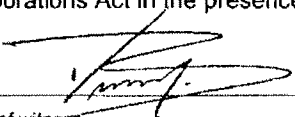
←  ←

Signature of liquidator

STEPHEN LONGLEY

Name of liquidator


Executed by Solar Systems Generation Pty Ltd (in liquidation) in accordance with the Corporations Act in the presence of:



Signature of witness

BEN VERNER

Name of witness (print)

←  ←

Signature of liquidator

STEPHEN LONGLEY

Name of liquidator

Executed by Concentrated Photovoltaic Pty Ltd in accordance with s127 of the Corporations Act

Signature of director

Name of director (print)

← _____ ←
Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

Signing page

EXECUTED as a deed.

Executed by Solar Systems Pty Ltd (in liquidation) in accordance with the Corporations Act in the presence of:

Signature of witness

Name of witness (print)

← _____ ←
Signature of liquidator

Name of liquidator

Executed by Solar Power Stations Australia Pty Ltd (in liquidation) in accordance with the Corporations Act in the presence of:

Signature of witness

Name of witness (print)

← _____ ←
Signature of liquidator

Name of liquidator

Executed by Solar Systems Generation Pty Ltd (in liquidation) in accordance with the Corporations Act in the presence of:

Signature of witness

Name of witness (print)

← _____ ←
Signature of liquidator

Name of liquidator

Executed by Concentrated Photovoltaic Pty Ltd in accordance with s127 of the Corporations Act



Signature of director

Michael Gubberty
Name of director (print)

← _____ ←
Signature of director/company secretary
(Please delete as applicable)

Chris Wilks
Name of director/company secretary (print)

