

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Distribution Power, Inc.	07/20/2006
RECEIVING PARTY DATA	
Name:	XANTREX TECHNOLOGY INC.
Street Address:	800 Nelson Way
City:	Burnaby, British Columbia
State/Country:	CANADA
Postal Code:	VSA 4B5
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10250145
CORRESPONDENCE DATA	
Fax Number:	(312)425-3909
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-425-3900
Email:	medison@nixonpeabody.com
Correspondent Name:	Stephen G. Rudisill
Address Line 1:	Nixon Peabody LLP.
Address Line 2:	300 S. Riverside Plaza, 16th Floor
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	247181-000619USD1
NAME OF SUBMITTER:	Stephen G. Rudisill

Total Attachments: 6
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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (this "*Agreement*"), dated as of July 20, 2006, is made and entered into by and between Xantrex Technology Inc., a British Columbia corporation ("*Assignee*"), and Distributed Power, Inc., a California corporation ("*Assignor*").

WHEREAS, with the partial exception for Patent Application 11161639, Assignor's sole shareholder, Richard West, developed and/or owns those certain inventions (the "*Inventions*") as described and claimed in United States Patent Nos. and United State Patent Application Serial Nos. set forth on Schedule 1 hereto (herein the "*Patents*") while an employee and sole owner of Assignor;

WHEREAS, Assignor is now the sole owner of the Inventions and the Patents; and

WHEREAS, Assignee seeks ownership, further development and commercialization of the Inventions and the Patents;

WHEREAS, Assignor desires to assign to Assignee its entire right, title and interest in and to the Inventions and the Patents for US\$302,878,

NOW THEREFORE, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby sells, assigns, transfers, and conveys unto Assignee, its respective successors and assigns, all of Assignor's right, title, benefit and interest, if any, in and to the Inventions and Patents, and any other derivative patent and/or invention that may issue therefrom, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its respective successors and assigns, to the full end of the term of the Patents and any and all derivative patents that have or may issue therefrom, as fully and entirely as same would have been held by Assignor had this assignment not been made.

2. **RIGHTS INCLUDED.** This transfer, assignment and conveyance, in addition to the rights described above, shall also include the right to sue for past infringements of the Inventions, and any derivative patent (including the Patents) that may issue therefrom (whether known or unknown), and to hold for Assignee's own use all recoveries had in such suits, without need for accounting to Assignors.

3. **REPRESENTATIONS.** Assignor hereby makes the following representations and warranties to Assignee:

(a) Incorporation and Corporate Power Assignor is a corporation duly incorporated, validly existing and in good standing under the laws of the State of California, with the requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

(b) Execution, Delivery: Valid and Binding Agreement The execution, delivery and performance of this Agreement by Assignor and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action, and

no other corporate proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement. This Agreement has been duly executed and delivered by Assignor and constitutes the valid and binding obligation of Assignor, enforceable in accordance with its terms.

(c) No Breach The execution, delivery and performance of this Agreement by Assignor and the consummation by Assignor of the transactions contemplated hereby do not conflict with or result in any breach of any of the provisions of, constitute a default under, result in a violation of, result in the creation of a right of termination or acceleration or any lien, security interest, charge or encumbrance upon any assets of Assignor, or require any authorization, consent, approval, exemption or other action by or notice to any court or other governmental body, under the provisions of the constating documents of Assignor or any indenture, mortgage, lease, loan agreement or other agreement or instrument by which Assignor is bound or affected, or any law, statute, rule or regulation or order, judgment or decree to which Assignor is subject.

(d) Governmental Authorities; Consents Assignor is not required to submit any notice, report or other filing with any governmental authority (other than the United States Patent and Trademark Office) in connection with the execution or delivery by it of this Agreement or the consummation of the transactions contemplated hereby. No consent, approval or authorization of any governmental or regulatory authority or any other party or person is required to be obtained by Assignor in connection with its execution, delivery and performance of this Agreement or the transactions contemplated hereby.

(e) Intellectual Property Rights With respect to each Patent and Invention:

(1) Except for Patent Application 11161639, Assignor possess all right, title, and interest in and to Patent and Inventions, free and clear of any security interest, license, or other restriction;

(2) the Patents and Inventions are not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(3) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the knowledge of Assignor, is threatened which challenges the legality, validity, enforceability, use, or ownership of the item; and

(4) Assignor has never agreed to indemnify any person for or against any interference, infringement, misappropriation, or other conflict with respect to the item.

(5) the Patents and Inventions are not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(6) except for complaints not served on Assignor, no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the knowledge of Assignor is threatened which challenges the legality, validity, or enforceability of the Patents and Inventions; and

(7) Assignor has not granted any sublicense or similar right with respect to the license, sublicense, agreement, or permission.

(ii) To the knowledge of Assignor, the Assignee's use of the Patents and Inventions will not interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any rights of third parties as a result of their use in the ordinary course of business.

(iii) All employees of Assignor who have contributed to or anticipated in the conception and/or development of all or any part of the Inventions or the Patents either (i) have been party to a "work-for-hire" arrangement or agreement with Assignor, which in accordance with applicable law accords Assignor full, effective, exclusive, and original ownership of all tangible and intangible property thereby arising, or (ii) have executed appropriate instruments of assignment in favor of Assignor as assignee that have conveyed full, effective and exclusive ownership of all tangible and intangible property thereby arising.

(f) Brokerage No third party shall be entitled to receive any brokerage commissions, finder's fees, fees for financial advisory services or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Assignor.

4. **CONSIDERATION.** Assignee shall pay Assignor no later than five days after the date of this Agreement US\$302,878 as consideration for the assignment herein contained.

5. **REMEDY.** If the amount payable under Section 4 above is not paid or otherwise satisfied when due, including by way of the receivable being distributed to the Assignor's shareholder, Richard West, and the Assignee paying the shareholder in satisfaction of such receivable, the Assignor may cancel this Agreement by written notice given within ten days after the date of this Agreement.

6. **CONDITION SUBSEQUENT.** If Assignee and Richard West, Assignor's sole shareholder, do not enter into a Stock Purchase Agreement within five days of this Agreement on mutually agreeable terms for the purchase of Assignor by Assignee, then either Assignor or Assignee may cancel this Agreement by written notice given to the other party within ten days after the date of this Agreement and upon such notice this Agreement shall be of no force or effect and void *ab initio*.

7. **COMMUNICATIONS.** Assignor hereby authorizes Assignee, with respect to the Inventions and Patents, and any further derivative patent, invention and/or intellectual property that may issue therefrom, to communicate with the United States Office of Patents and Trademarks with the same effect as though such communications were made by or with Assignor directly.

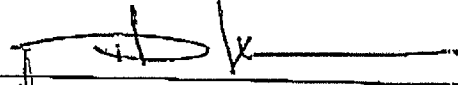
8. **FURTHER ASSURANCES.** Assignor agrees to execute and deliver to Assignee any further instruments (including USPTO assignments for filing purposes only) and to perform such tasks as Assignee may reasonably require in order to vest in Assignee full and complete

record title to the Invention disclosed herein and the Patent in the manner provided herein,
subject to Sections 4 - 6 hereof.

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IN WITNESS WHEREOF, said Assignor has executed this Assignment as of this 20 day of July, 2006.

DISTRIBUTED POWER, INC.


Richard West, President

XANTREX TECHNOLOGY INC.

By: _____

Title: _____

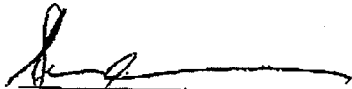
By: _____

Title: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF San Luis Obispo

On this 20th day of July, 2006, before me, a Notary Public in and for said county and state, personally appeared Richard West, known to me to be the person described herein and who executed the foregoing Patent Assignment Agreement and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


Notary Public

My commission expires:

Feb 3, 2009

