

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Deere & Company	12/09/2010
<b>RECEIVING PARTY DATA</b>	
Name:	John Deere Renewables, LLC
Street Address:	300 Exelon Way
Internal Address:	Suite 340
City:	Kennett Square
State/Country:	PENNSYLVANIA
Postal Code:	19348
<b>PROPERTY NUMBERS Total: 3</b>	
Property Type	Number
Patent Number:	7447613
Patent Number:	7426454
Patent Number:	7822582
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(414)297-4900
Phone:	414.271.2400
Email:	jvandenplas@foley.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Jason W. Allen
Address Line 1:	FOLEY & LARDNER LLP
Address Line 2:	777 E. Wisconsin Avenue
Address Line 4:	Milwaukee, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	424168-0512
NAME OF SUBMITTER:	Jennifer Vandenplas

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**PATENT**  
 REEL: 026976 FRAME: 0294

**Total Attachments: 5**

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## BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT, is dated as of December 9, 2010 (this "Bill of Sale and Assignment"), by and between Deere & Company, a Delaware corporation ("Assignor"), and John Deere Renewables, LLC, a Delaware limited liability company ("Assignee").

### W I T N E S S E T H:

WHEREAS, Assignor and Exelon Generation Acquisitions, LLC (as successor-in-interest to Exelon Generation Company, LLC) ("Exelon") have entered into a Purchase Agreement, dated as of August 30, 2010 (the "Purchase Agreement"), pursuant to which, upon the terms and subject to the conditions set forth therein, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, all of Assignor's rights, titles and interests in, to and under the licenses ("Licenses") and patents set forth on Exhibit A hereto (collectively, the "Assigned Intellectual Property").

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, free and clear of any Encumbrances other than Permitted Encumbrances, all of Assignor's rights, titles and interests in, to and under the equipment set forth on Exhibit B hereto, wherever located (the "Purchased Equipment").

NOW, THEREFORE, in consideration of the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, as of the date first above written, all of its rights, titles and interests in and to the Assigned Intellectual Property and Assignee hereby accepts such sale, assignment, transfer, conveyance and delivery and assumes all obligations under the Licenses; provided, that nothing contained herein shall result in an assignment by Assignor of any rights, or the assumption by Assignee of any obligations, in connection with which the consent of a third party is required, unless and until such consent has been validly provided by such third party.
3. Foreign Rights. Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee any foreign rights that Assignor may have to the inventions covered by the patents set forth as items 1-3 on Exhibit A hereto in all patent granting countries of the world, including, without limitation, the right to file applications or to obtain patents for said inventions in its own name in said countries under the terms of the Paris Convention for the Protection of Industrial Property, together with all of Assignor's rights of priority in such inventions and all other rights in such inventions under any and all international agreements to which the United States adheres.

Assignor hereby authorizes and requests any official, whose duty it is to issue in any country a patent or patents on said inventions, to issue a patent or patents to Assignee or its nominees, successors or assigns.

4. Conveyance. Assignor does hereby irrevocably and unconditionally sell, convey, assign, transfer and deliver to Assignee and its successors and assigns, for Assignee's exclusive use and benefit forever, and free and clear of all Encumbrances other than Permitted Encumbrances, all of its rights, titles and interests in, to and under the Purchased Equipment, and Assignee hereby accepts such sale, conveyance, assignment, transfer and delivery.

5. Further Assurances. Each party hereto shall reasonably cooperate with the other parties hereto, to execute and deliver, or cause to be executed and delivered, all such other instruments, to obtain the consent of any third party and to take all such other actions as such party hereto may reasonably be requested to take by any other party hereto at any time from time to time after the date of this Bill of Sale and Assignment, consistent with the terms of this Bill of Sale and Assignment and the Purchase Agreement, in order to effectuate the provisions and purposes of this Bill of Sale and Assignment and the transactions contemplated hereby.

6. Purchase Agreement. The provisions of this Bill of Sale and Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this Bill of Sale and Assignment to the extent indicated in the Purchase Agreement.

7. Effective Time. The conveyance by Assignor to Assignee of the Assigned Intellectual Property and Purchased Equipment, all pursuant to this Bill of Sale and Assignment, shall be effective as of the Closing.

8. Successors and Assigns. This Bill of Sale and Assignment shall be binding upon Assignor, its successors and assigns and shall inure to the benefit of Assignee, its successors and assigns.

9. Facsimile Signature; Counterparts. This Bill of Sale and Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Bill of Sale and Assignment by facsimile or electronic .pdf submission shall be effective as delivery of a manually executed counterpart of this Bill of Sale and Assignment.

10. Section Headings. The descriptive headings herein are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Bill of Sale and Assignment.

11. Governing Law and Jurisdiction. THIS BILL OF SALE AND ASSIGNMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment to be duly executed as of the day and year first set forth above.

ASSIGNOR:

DEERE & COMPANY

By: 

Name: James A. Israel

Title: President, John Deere Financial

ASSIGNEE:

JOHN DEERE RENEWABLES, LLC

By: 

Name: Stephen J. Morrissey

Title: Assistant Secretary

[Signature Page to Bill of Sale and Assignment]

**Exhibit A**  
**Assigned Intellectual Property**

1. U.S. Patent No. 7,447,613 (issued November 4, 2008) – Method and System for Providing a Diverse Supply of Electrical Energy
2. U.S. Patent No. 7,426,454 (issued September 16, 2008) – Method and System for Determining a Location of a Wind-Powered Electrical Energy Facility
3. U.S. Patent No. to be determined (Pat. Pub. No. 2005/0192780) – Method and System for Determining a Location of a Wind-Powered Electrical Energy Facility
4. Wind assessment software tools (EMD/WindPro, WaSP, Windographer, Global Mapper, TheExpertTool, World Wind Atlas) to the extent of Seller's rights therein, together with any and all rights Seller has in any improvements relating to these tools
5. EXCEL based financial models related exclusively to Assignee