

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UltraCell Corporation	07/27/2011
RECEIVING PARTY DATA	
Name:	UltraCell Acquisition Company, L.L.C.
Street Address:	10 Brayton Court
City:	Commack
State/Country:	NEW YORK
Postal Code:	11725
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13310944
CORRESPONDENCE DATA	
Fax Number:	(516)934-0952
Phone:	5169340951
Email:	patents@hightechattorneys.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:	Edwin H. Keusey, Esq.
Address Line 1:	420 Jericho Turnpike
Address Line 2:	Suite 324
Address Line 4:	Jericho, NEW YORK 11753
ATTORNEY DOCKET NUMBER:	630-ULTRP014 (DIV)
NAME OF SUBMITTER:	Edwin H. Keusey, Esq.
Total Attachments: 6 source=630-ultrp014-div-3rd-executed-assignment-pto-settings#page1.tif source=630-ultrp014-div-3rd-executed-assignment-pto-settings#page2.tif source=630-ultrp014-div-3rd-executed-assignment-pto-settings#page3.tif source=630-ultrp014-div-3rd-executed-assignment-pto-settings#page4.tif source=630-ultrp014-div-3rd-executed-assignment-pto-settings#page5.tif source=630-ultrp014-div-3rd-executed-assignment-pto-settings#page6.tif	

OP \$40.00 13310944

501751716

PATENT
REEL: 027369 FRAME: 0488

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Agreement") is made as of July 27, 2011 by and between UltraCell Corporation, a Delaware corporation ("Seller") and UltraCell Acquisition Company, LLC, a Delaware limited liability company ("Buyer") in connection with that certain Asset Purchase Agreement of even date herewith between Buyer and Seller (the "Purchase Agreement").

1. Assignment of Rights by Seller. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller does hereby assign, transfer, grant, sell and otherwise convey to Buyer all of Seller's right, title and interest in and to the patents and patent applications listed in Exhibit A (and any and all patents issuing thereon), and any divisions, continuations, continuations-in-part, re-examinations, re-issues, extensions, and any application based in whole or in part thereon throughout the world, and including any Letters Patent that may be granted thereon, including re-issues based on opposition and any Letters Patent based in whole or in part thereon (collectively, the "Patents"); with the right to file foreign applications directly in the name of Buyer, and, Seller further assigns: (i) Seller's right to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise, and, (ii) the right to pursue any provisional rights and the right to sue for past infringement.

2. Authorization. Seller authorizes the Director of the U.S. Patent and Trademark Office, and the empowered officials of all other governments, to issue or transfer all said Patents to Buyer, as assignee thereof, or otherwise as Buyer may direct.

3. Miscellaneous.

(a) This Agreement has been executed to implement the Purchase Agreement and nothing contained herein shall be deemed or construed to impair or alter any of the provisions of the Purchase Agreement. Except with respect to Section 3 hereof, (i) nothing contained in this Agreement is intended to provide any rights to Buyer or Seller beyond those rights expressly provided to such party in the Purchase Agreement, and (ii) nothing contained in this Agreement is intended to impose any obligations or liabilities on Buyer or Seller beyond those obligations and liabilities imposed on such party in the Purchase Agreement. Nothing in this Agreement is intended to limit or restrict in any manner any of the rights or remedies available to Buyer or Seller under the Purchase Agreement.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to contracts between California residents made and to be performed entirely within the State of California.

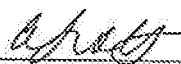
(c) This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and each of their respective permitted successors and assigns, if any. Buyer shall not, without the prior written consent of Seller, and Seller shall not, without the prior written consent of Buyer, assign or delegate any or all of its rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise; provided, however, that (i) Seller may assign its rights and/or delegate its obligations, in whole or in part, in connection with the liquidation or dissolution of Seller without the prior written consent of Buyer (but such assignment or delegation shall not relieve Seller of its obligations hereunder without Buyer's written consent); and (ii) Buyer may assign its rights and obligations under this Agreement without the consent of Seller to any entity that controls, is controlled by, or is under common control with Buyer (provided that such assignment shall not relieve Buyer of its obligations hereunder without Seller's written consent). Any attempted assignment or delegation in violation of the foregoing shall be void and of no force or effect.

23

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment Agreement as of the date above first written.

SELLER:

ULTRACELL CORPORATION,
a Delaware corporation

By: 

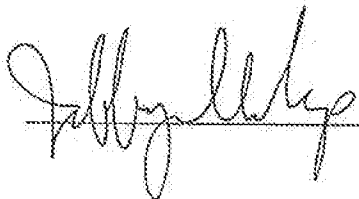
Keith Scott
President and CEO

State of CALIFORNIA

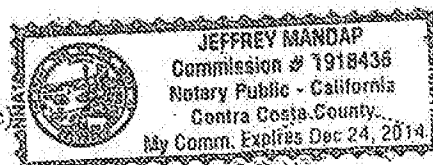
SS:

County of (CONTRA COSTA)

Before me personally appeared said KEITH SCOTT and acknowledged the foregoing instrument to be his free act and deed this 29th day of JULY, 2011.



(Notary Public)



BUYER:

ULTRACELL ACQUISITION COMPANY, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

[illegible]

3

UltraCell Patents and Patent Applications

REG DOCKETING	SERIAL NO.	FILE	PATENTING	ISSUE	TITLE	STATUS
ULTRP002D1US	12/344,077 ✓	12/24/2008			EFFICIENT MICRO FUEL CELL SYSTEMS AND METHODS	PUBLISHED
ULTRP002IN	13/KOLNP/2008	6/25/2004	246022	2/9/2011	EFFICIENT MICRO FUEL CELL SYSTEMS AND METHODS	ISSUED
ULTRP002US	10/877,771	6/25/2004	7,763,368 ✓	7/27/2010	EFFICIENT MICRO FUEL CELL SYSTEMS AND METHODS	ISSUED
ULTRP004C1US	11/228,693	9/16/2005	7,401,712 ✓	7/22/2008	SMART FUEL CELL CARTRIDGE	ISSUED
ULTRP004CN	20048024630.7	6/25/2004			PORTABLE FUEL CARTRIDGE FOR FUEL CELLS	PUBLISHED Annulity Due 9/25/11
ULTRP004D7US	11/229,049	9/16/2005	7,281,191 ✓	11/6/2007	FUEL CELL CARTRIDGE FILTERS AND PRESSURE RELIEF	ISSUED
ULTRP004D9US	11/229,045	9/16/2005	7,622,207 ✓	11/24/2009	FUEL CELL CARTRIDGE WITH REFORMATE FILTERING	ISSUED
ULTRP004IN	17/KOLNP/2006	6/25/2004			PORTABLE FUEL CARTRIDGE FOR FUEL CELLS	PENDING Annulity Due 8/25/11
ULTRP005A1US	11/830,181	7/30/2007	7,807,180 ✓	10/5/2010	FUEL PROCESSOR DEWAR AND METHODS	ISSUED
ULTRP005AUS	10/577,757	6/25/2004	7,576,096 ✓	10/2/2007	FUEL PROCESSOR DEWAR AND METHODS	ISSUED
ULTRP005C1US	11/772,639	7/2/2007	7,807,128 ✓	10/5/2010	PORTABLE FUEL PROCESSOR	ISSUED
ULTRP005C2US	12/897,515 ✓	10/4/2010			PORTABLE FUEL PROCESSOR	Office Action Response Due 4/24/11
ULTRP005IN	18/KOLNP/2008	6/25/2004	236504	11/5/2009	ANNULAR FUEL PROCESSOR AND METHODS	ISSUED
ULTRP005US	10/877,044	6/25/2004	7,504,873 ✓	10/20/2009	ANNULAR FUEL PROCESSOR AND METHODS	ISSUED

yes = docketed by KAP

UltraCell Patents and Patent Applications

FILED DOCKETING NO.	SERIAL NO.	FILE	PATENT NO.	ISSUE	TITLE	STATUS
ULTRP006US	11/127,798	5/11/2005			HIGH SURFACE AREA MICRO FUEL CELL ARCHITECTURE	Final Office Action Advisory Action Received 4/12/11
ULTRP007US	10/877,804	6/25/2004	7,462,208	12/9/2008	PLANAR MICRO FUEL PROCESSOR	ISSUED
ULTRP008D1US	11/690,750	3/23/2007	7,882,690	2/22/2011	METHODS FOR CONTROLLING FLUID DELIVERY IN A MICRO FUEL CELL SYSTEM	ISSUED
ULTRP008US	11/193,303	7/29/2005	7,205,060	4/17/2007	METHOD AND SYSTEM FOR CONTROLLING FLUID DELIVERY IN A FUEL CELL	ISSUED
ULTRP009C1US	12/894,541	9/30/2010			COMPACT FUEL CELL PACKAGE	Response to Office Action due May 3, 2011
ULTRP009IN	2563/KOLNP/2007	12/18/2005			COMPACT FUEL CELL PACKAGE	PENDING Annulity Due 12/13/11
ULTRP009US	11/120,643	5/2/2005	7,807,313	10/5/2010	COMPACT FUEL CELL PACKAGE	ISSUED
ULTRP014US	11/313,252	12/19/2005			FUEL PROCESSOR FOR USE WITH PORTABLE FUEL CELLS	Final Office Action Response Due 5/11/11 (2 month date)
ULTRP015US	11/316,216	12/21/2005			FUEL CARTRIDGE CONNECTIVITY	ALLOWED Issue Fee Due 5/23/11
ULTRP016US	11/416,795	5/2/2005	7,848,792	1/19/2010	DISPOSABLE COMPONENT ON A FUEL CARTRIDGE AND FOR USE WITH A PORTABLE FUEL CELL SYSTEM	ISSUED
ULTRP016C1US	11/830,274	7/30/2007			HEAT EFFICIENT PORTABLE FUEL CELL SYSTEMS	ALLOWED Issue Fee Paid 4/6/11

UltraCell Patents and Patent Applications

BIBLIOGRAPHIC NO.	SERIAL NO.	FILE	PATENT NO.	ISSUE	TITLE	STATUS
ULTRP018US	11/314,810	12/20/2005	7,555,539 ✓	2/23/2010	HEAT EFFICIENT PORTABLE FUEL CELL SYSTEMS	ISSUED
ULTRP020US	11/334,557 ✓	5/5/2007			ENGINE BLOCK FOR USE IN A FUEL CELL SYSTEM	PUBLISHED Awaiting Next Action
ULTRP021D1US	12/897,629 ✓	10/4/2010			MANUFACTURE OF ELECTRICAL ENERGY GENERATION EQUIPMENT	PENDING Awaiting Next Action
ULTRP021US	11/521,897	1/10/2007	7,507,512 ✓	10/5/2010	PORTABLE ELECTRICAL ENERGY GENERATION EQUIPMENT	ISSUED
ULTRP022D1US	12/186,433 ✓	8/5/2008			FUEL PROCESSOR FOR USE IN A FUEL CELL SYSTEM	Final Office Action Response Due 5/22/11 (2 month date)
ULTRP022US	11/835,747	5/5/2007	7,575,511 ✓	8/18/2009	FUEL PROCESSOR FOR USE IN A FUEL CELL SYSTEM	ISSUED
ULTRP023US	11/834,592 ✓	8/5/2007			FUEL CELL FOR USE IN A PORTABLE FUEL CELL SYSTEM	Office Action Response Due 7/15/11
ULTRP026US	11/834,209 ✓	5/5/2007			PORTABLE SYSTEMS FOR ENGINE BLOCK	PUBLISHED Awaiting Next Action
ULTRP028US	12/389,158 ✓	2/19/2009			LOW PRESSURE DROP FUEL PROCESSOR FOR USE WITH PORTABLE FUEL CELLS	Final Office Action Awaiting Advisory Action
ULTRP029US	12/347,526 ✓	12/31/2008			PORTABLE REFORMED FUEL CELL SYSTEMS WITH WATER RECOVERY	PUBLISHED Awaiting Next Action
ULTRP032US	12/248,870 ✓	10/10/2008			POWER ADAPTOR FOR PORTABLE FUEL CELL SYSTEM	PUBLISHED Awaiting 1st Action

yes
yes
yes
yes
yes
yes
yes

25