

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ITI Limited	04/07/2010
RECEIVING PARTY DATA	
Name:	ITI Energy Limited
Street Address:	Innovation Centre, Brunel Way
City:	Rotherham
State/Country:	UNITED KINGDOM
Postal Code:	S60 5WG
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11417229
PCT Number:	GB0404651
CORRESPONDENCE DATA	
Fax Number:	(612)331-7401
Phone:	612-331-7400
Email:	lgrube@iplmgroup.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:	IPLM Group, P.A./ David R. Cleveland
Address Line 1:	1300 Godward St. NE, Broadway Place West
Address Line 2:	Suite 6600
Address Line 4:	Minneapolis, MINNESOTA 55413
ATTORNEY DOCKET NUMBER:	237P002USWO
NAME OF SUBMITTER:	David R. Cleveland
Total Attachments: 9 source=Assignment_asfiledFebruary152012#page1.tif	

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DATE 07 APRIL 2010

ITI LIMITED

ITI ENERGY LIMITED

PATENT ASSIGNMENT

Macfarlanes LLP
20 Cursitor Street
London EC4A 1LT

WE HEREBY CERTIFY THAT THIS IS
A TRUE AND EXACT COPY OF THE ORIGINAL
Macfarlanes LLP MACFARLANES LLP
24-07-2012 20 CURSITOR STREET
LONDON EC4A 1LT

PATENT
REEL: 027710 FRAME: 0021

PATENT ASSIGNMENT

DATE

2010

BETWEEN

- 1 **ITI LIMITED** (registered in England under number 5093407) whose registered office is at Innovation Technology Centre, Brunel Way, Rotherham S60 5WG (the "Assignor")
- 2 **ITI ENERGY LIMITED** (registered in England under number 5093306) whose registered office is at Innovation Centre, Brunel Way, Rotherham S60 5WG (the "Assignee")

INTRODUCTION

- A The Assignor is legal and beneficial owner or the applicant for registration of the Patents (as defined below) and which are currently licensed to the Assignee on an exclusive and royalty free basis in perpetuity (the "Licence").
- B The Assignor has agreed to assign the Patents to the Assignee on the terms of this Agreement.

AGREEMENT

1 Definitions

In this Agreement, the following words and expressions have the following meanings:

Commissioning Tests: the testing of the energy output of a Gasifier following its successful commissioning as detailed in Clause 2.3;

Fee Period: the period of five years from and including the date of this Agreement;

Further Fees: a one off payment of £10,000 per megawatt of energy which is certified as produced by each Gasifier during the Commissioning Tests and subject to a maximum of £15,000 per Gasifier. By way of example, if the Commissioning Tests certify that the Gasifier is producing 1.3 megawatts of energy, the Further Fees for that Gasifier shall be £13,000;

Gasification: means all gasification technology including without limitation gasifiers and their integration with (i) gas clean up systems; (ii) energy generating equipment and (iii) gas to liquid technologies;

Gasifier: each new gasifier successfully commissioned by the Assignee during the Fee Period which makes use of the Patents; and

Patents: means (i) the patent applications detailed in Schedule 1; and (ii) all patent applications which derive from the patent applications detailed in Schedule 1 and any granted patents issuing from any of the foregoing applications; and (iii) all patents and patent applications which cover Gasification or the scope of the claims of the patent applications detailed in Schedule 1 and in each case any and all re issues and extensions of the same.

2 Assignment

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- 2.1 In consideration of the payment from the Assignee to the Assignor of one pound (receipt of which is hereby acknowledged) and the payment of the Further Fees, the Assignor hereby assigns to the Assignee with full title guarantee all right, title and interest in and to the Patents including in each case all rights, privileges and advantages thereto including, without limitation, the right to bring proceedings and recover damages and obtain all other remedies in respect of previous infringements and previous acts to hold unto the Assignee absolutely for the full term of the Patent and to the intent that the Assignee shall:
- 2.1.1 be absolutely entitled to any patent granted on any of the patent applications for the full term of such patents; and
- 2.1.2 have the right to apply for, prosecute and obtain patents or like protection throughout the world for any invention embodied in any of such applications, including the right to claim priority from such applications.
- 2.2 The Assignor shall, on the date of this Assignment, deliver to the Assignee all documents or other records relating to the Patents within the Assignor's possession or control (including such documents or records held by the Assignor's patent agents and advisers) and shall make available such know how documents as relate to the Patents as the Assignee's may request in order to use and exploit the Patents.
- 2.3 Following the successful commissioning of each Gasifier during the Fee Period, the Assignee will undertake the Commissioning Tests to test the energy output of such Gasifier and within 30 days of completion of such tests shall pay the Assignor the Further Fees for that Gasifier.

3 Warranties

- 3.1 The Assignor warrants and represents that:
- 3.1.1 save for the rights granted to the Assignee under the Licence:
- 3.1.1.1 it is the sole legal and beneficial owner of the Patents; and
- 3.1.1.2 it has not granted or agreed to grant any licence or consent to any third party to use any of the Patents;
- 3.1.2 the Patents are valid subsisting and enforceable and are not subject to any charge, mortgage, option, encumbrance or other third party right;
- 3.1.3 it has not done or omitted to do anything which may cause the Patents to be the subject of a compulsory licence;
- 3.1.4 none of the Patents are the subject of any litigation, opposition, arbitration or mediation or administrative, criminal or other proceedings;
- 3.1.5 the use of the Patents will not infringe the rights of any third party;
- 3.1.6 no third party is infringing any of the Patents; and
- 3.1.7 all steps required for the protection and maintenance of the Patents including the payment of all renewal fees have been paid or taken and no renewal fees are due within two weeks of the date of this Assignment;

3.1.8 the granted patents and patent applications listed in Schedule 1 are the only patents and patent applications deriving from those applications and the Assignor has no other patents other than the Patents which relate to the scope of the claims of the Patents or to Gasification.

4 Further Assurance

4.1 The Assignor shall at all times hereafter promptly do all such acts and execute all such documents at the Assignor's cost as the Assignee may request:

4.1.1 to give full effect to this Assignment and secure to the Assignee or any successor in title thereof the full benefit of the rights assigned to the Assignee hereunder including the registration of any required forms with the relevant patent offices; and

4.1.2 to assist in obtaining other patents or similar protection for the inventions claimed in the Patents and any improvements of such Patents in any part of the world.

4.2 The Assignor shall provide the Assignee with such assistance as the Assignee may from time to time require for the purpose of defending or enforcing the Patents, provided that the Assignee indemnifies the Assignor for all reasonable costs and damages incurred by it as a result.

5 General

5.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

6 Governing law and jurisdiction

6.1 This Agreement is governed by and shall be construed in accordance with the laws of England. Non-contractual obligations (if any) arising out of or in connection with this Agreement (including its formation) shall also be governed by the laws of England.

6.2 The Parties submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim, dispute or matter (whether contractual or non-contractual) arising out of or in connection with this Agreement or any of the documents to be entered into pursuant to this Agreement (including their formation).

The parties or their duly authorised representatives have accordingly executed this Assignment on the date stated above.

SCHEDULE 1

Patents Details

Title	Our Ref	Country	Application No	Filing Date	Patent No
Gasification	P3242 WO	PCT	PCT/GB04/00465 1 (publication number WO2005/047435)	03/11/2004	n/a
	P3242 AU	Australia	2004288845	03/11/2004	
	P3242 AU DIV	Australia	2009251077	03/11/2004	
	P3242 BR	Brazil	0416197-1	03/11/2004	
	P3242 CN	China	200480039714.8	03/11/2004	
	P3242 EA	Eurasia	200600910	03/11/2004	009349
	P3242 EP	Europe	04798380.4 (publication number EP1687390)	03/11/2004	
	P3242 HK	Hong Kong	0611081.1	03/11/2004	
	P3242 IN	India	3116/DELNP/200 6	03/11/2004	
	P3242 JP	Japan	2006-538924	03/11/2004	

	P3242 PH	Philippines	1-2006-500889	03/11/2004	
	P3242 PH DIV	Philippines	1-2009-500241	03/11/2004	
	P3242 SG	Singapore	200603009-2	03/11/2004	122245
	P3242 US	US	11/417,229	03/11/2004	
	P3242 ZA	South Africa	2006/04498	03/11/2004	2006/0449 8

SCHEDULE 1

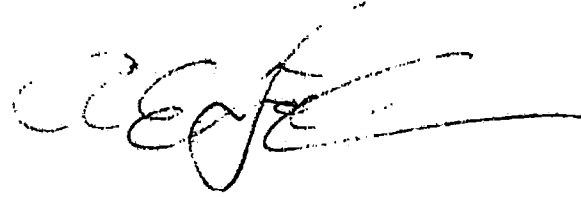
Patents Details

Title	Our Ref	Country	Application No	Filing Date	Patent No	Grant Date	Status/Next Action
Gasification	P3242 WO	PCT	PCT/GB04/004651 (publication number WO2005/047435)	03/11/2004	n/a	n/a	National Phase entered
	P3242 AU	Australia	2004288845	03/11/2004			Accepted Renewal Due: 03/11/2010
	P3242 AU DIV	Australia	2009251077	03/11/2004			Awaiting Exam Report Renewal Due: 03/11/2010
	P3242 BR	Brazil	0416197-1	03/11/2004			Awaiting Exam Report Renewal Due: 03/11/2010
	P3242 CN	China	200480039714.8	03/11/2004			Office Action Response Due: 02/05/2010
	P3242 EA	Eurasia	200600910	03/11/2004	009349	03/10/07	Renewal Due: 03/11/2010
	P3242 EP	Europe	04798880.4 (publication number EP1687390)	03/11/2004			Accelerated Examination Requested Renewal Due: 03/11/2010
	P3242 HK	Hong Kong	0611081.1	03/11/2004			

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Title	Our Ref	Country	Application No	Filing Date	Patent No	Grant Date	Status/Next Action
	P3242 IN	India	3116/DELNP/2006	03/11/2004			Awaiting Exam Report
	P3242 JP	Japan	2006-538924	03/11/2004			Awaiting Exam Report
	P3242 PH	Philippines	1-2006-500889	03/11/2004			Awaiting Exam Report Renewal Due: 26/05/2010
	P3242 PH DIV	Philippines	1-2009-500241	03/11/2004			Awaiting Exam Report Renewal Due: 26/05/2010
	P3242 SG	Singapore	200603009-2	03/11/2004	122245	30/09/09	Renewal Due: 03/11/2010
	P3242 US	US	11/417,229	03/11/2004			Office Action Response Due: 14/04/2010
	P3242 ZA	South Africa	2006/04498	03/11/2004	2006/044 98	31/12/08	Renewal Due: 03/11/2010

SIGNED by
for and on behalf of
ITI LIMITED

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