

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>M. Douglas Levan</td> <td>09/27/2005</td> </tr> <tr> <td>John E. Finn</td> <td>09/07/2005</td> </tr> <tr> <td>James F. McElroy</td> <td>09/20/2005</td> </tr> </tbody> </table>		Name	Execution Date	M. Douglas Levan	09/27/2005	John E. Finn	09/07/2005	James F. McElroy	09/20/2005		
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<table border="1"> <tr> <td>Name:</td> <td>ION AMERICA CORPORATION</td> </tr> <tr> <td>Street Address:</td> <td>1252 Orleans Drive</td> </tr> <tr> <td>City:</td> <td>Sunnyvale</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94089</td> </tr> </table>		Name:	ION AMERICA CORPORATION	Street Address:	1252 Orleans Drive	City:	Sunnyvale	State/Country:	CALIFORNIA	Postal Code:	94089
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CORRESPONDENCE DATA											
<p>Fax Number: 7033912901</p> <p>Phone: 703 391 2900</p> <p>Email: ptonotices@marburylaw.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: The Marbury Law Group</p> <p>Address Line 1: 11800 Sunrise Valley Drive</p> <p>Address Line 2: Roxana Neustel</p> <p>Address Line 4: Reston, VIRGINIA 20191</p>											
ATTORNEY DOCKET NUMBER:	7917-176										
NAME OF SUBMITTER:	Roxana Neustel										
Total Attachments: 8											

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ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

ION AMERICA CORPORATION
1252 Orleans Drive
Sunnyvale, California 94089-1137

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

FUEL CELL ANODE EXHAUST FUEL RECOVERY BY ADSORPTION

as set forth in this United States Patent Application

check one ☐ executed concurrently herewith,
 ☐ executed on _____
 ☒ Serial No. 11/188,120 2005 Filed July 25, 2005

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 27th day of September, 2005.

M. Douglas Levan
M. DOUGLAS LEVAN

State of TN
County of Cheatham } ss.

On this 27 day of September, 2005, before me, a notary public in and for said county, appeared M. DOUGLAS LEVAN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Laura J. Hunt
Notary Public
My Commission Expires: 9/29/2009

Executed this _____ day of _____, 20____.

JOHN E. FINN

State of _____
County of _____ } ss.

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared JOHN E. FINN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public
My Commission Expires: _____

(Seal)

Executed this ____ day of _____, 20__.

JAMES F. MCELROY

State of _____)
County of _____)ss.

On this ____ day of _____, 20__, before me, a notary public in and for said county, appeared JAMES F. MCELROY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

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Executed this _____ day of _____, 20____.

M. DOUGLAS LEVAN

State of _____)
County of _____)ss.

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared M. DOUGLAS LEVAN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

(Seal)

Executed this 7th day of September, 2005

John E. Finn
JOHN E. FINN

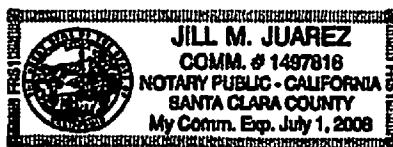
State of California)
County of Santa Clara)ss.

On this 7th day of September, 2005, before me, a notary public in and for said county, appeared JOHN E. FINN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Jill M. Juarez
Notary Public

My Commission Expires: 7-1-08

(Seal)



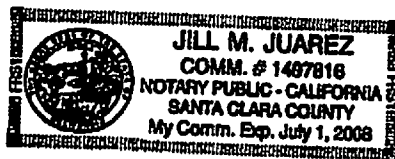
Executed this 20TH day of SEPTEMBER, 2005.



JAMES F. MCELROY

State of California
County of Santa Clara, ss.

On this 20th day of September, 2005, before me, a notary public in and for said county, appeared JAMES F. MCELROY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)




Notary Public
My Commission Expires: 7-1-08

Ref: 079173 - 0176