

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Creare, Inc.	07/25/2011
RECEIVING PARTY DATA	
Name:	SustainX Inc.
Street Address:	72 Stard Road
City:	Seabrook
State/Country:	NEW HAMPSHIRE
Postal Code:	03874
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13727015
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ATTORNEY DOCKET NUMBER:	SUS-001CP2C1/7300653007
NAME OF SUBMITTER:	Susan Lanney
Total Attachments: 5 source=SUS-001CP2C1 Creare to Sustainx#page1.tif source=SUS-001CP2C1 Creare to Sustainx#page2.tif source=SUS-001CP2C1 Creare to Sustainx#page3.tif source=SUS-001CP2C1 Creare to Sustainx#page4.tif source=SUS-001CP2C1 Creare to Sustainx#page5.tif	

PATENT

## PATENT RIGHTS ASSIGNMENT

This Patent Rights Assignment (this "Assignment") is made effective by and between Creare, Inc., a Corporation organized and existing under the laws of New Hampshire and having a usual place of business at 16 Great Hollow Road, Hanover, New Hampshire 03755 ("Assignor") and SustainX, Inc., a Corporation organized and existing under the laws of Delaware and having a usual place of business at 21 Technology Drive, Unit 2, West Lebanon, New Hampshire 03784 ("Assignee").

WHEREAS, Assignor possesses certain rights in and to the patent applications (and patents issuing on such applications) set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Patent Rights") and the invention(s) described and/or claimed in the Patent Rights (the "Inventions"); and

WHEREAS, Assignor and Assignee are parties to a certain Agreement for Services, dated February 23, 2009, (the "Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee the Inventions and Patent Rights; and

WHEREAS, Assignor now wishes to assign the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignor.

NOW, THEREFORE, for the consideration provided in connection with the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, continuations-in-part, divisionals, reissues, reexaminations, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, continuation-in-part, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, and generally do everything possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Assignee's reasonable expense.

Assignor hereby further agrees to provide documentary evidence and statements or testimony in any interference, opposition, re-examination, reissue or other proceeding in which any of the Patent Rights may be involved.

Assignor hereby warrants that it has not knowingly conveyed to others any rights in the Patent Rights or the Inventions or any license to use the same or to make, use or sell anything embodying or utilizing any of the Inventions, and that it has good right to assign the Inventions and the Patent Rights without encumbrance.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the date first written above.

ASSIGNOR: Creare, Inc.  
Name: Robert J. Kline-Schoder  
Signature: [Signature]  
Title: Vice President

On this 25 day of July, 2011, before me, the undersigned Notary Public, personally appeared Robert J. Kline-Schoder, proved to me through satisfactory evidence of identification, which was/were driver's license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]  
Signature of Notary SETSY L. WILLIAMS, Notary Public  
My Commission Expires October 11, 2011

(Seal)

My Commission Expires: \_\_\_\_\_

Exhibit A

PATENT RIGHTS

Application Number or Attorney Docket No.	Title	Inventor(s)	Filing Date
61/334,722	Systems and Methods for Creating Liquid Sprays in High-Pressure Gas for Effective Heat Transfer	Benjamin R. Bollinger; Patrick Magari; Benjamin Cameron; and Horst Richter	May 14, 2010
61/361,096	Systems and Methods for Reducing Air Solubility in a Compressed Air Energy Storage System	Benjamin R. Bollinger; Patrick Magari; and Troy O. McBride	July 2, 2010
12/879,595	Energy Storage and Generation Systems and Methods Using Coupled Cylinder Assemblies	Troy O. McBride; Robert Cook; Benjamin R. Bollinger; Lee Doyle; Andrew Shang; Timothy Wilson; Michael N. Scott; Patrick Magari; Benjamin Cameron; and Dimitri Deserranno	September 10, 2010
61/412,959	Systems and Methods for Reducing Losses Between Pneumatic Cylinders	Troy O. McBride; Benjamin R. Bollinger; John McCormick; and Benjamin Cameron	November 12, 2010
13/009,409	Systems and Methods for Efficient Pumping of High-Pressure Fluids for Energy Storage and Recovery	Troy O. McBride; Benjamin R. Bollinger; Michael N. Scott; Robert Cook; and Patrick Magari	January 19, 2011
61/435,065	Heat Exchange with High-Pressure Gas Using a Compact Microtube High-Pressure Heat Exchanger	Troy O. McBride; Benjamin R. Bollinger; Lee Doyle; Josh Hildebrand; Patrick Magari; and Benjamin Cameron	January 21, 2011
13/080,914	Systems and Methods for Reducing Dead Volume in Compressed-Gas Energy Storage Systems	Troy O. McBride; Benjamin R. Bollinger; John McCormick; Benjamin Cameron; Alexander Bell; David Chmiel; and Michael N. Scott	April 6, 2011
13/082,808	Improving Efficiency of Liquid Heat Exchange in Compressed-Gas Energy Storage Systems	Benjamin R. Bollinger; Patrick Magari; and Troy O. McBride	April 8, 2011

13/094,960	Heat Exchange with Compressed Gas in Energy-Storage Systems	Benjamin R. Bollinger; Troy O. McBride; Benjamin Cameron; Patrick Magari; Michael Izenzon; and Weibo Chen	April 27, 2011
13/105,986	Forming Liquid Sprays in Compressed-Gas Energy Storage Systems for Effective Heat Exchange	Troy O. McBride; Alexander Bell; Benjamin R. Bollinger; Andrew Shang; David Chmiel; Horst Richter; Patrick Magari; and Benjamin Cameron	May 12, 2011