

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

| 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>Core Motion, Inc.</td> <td>09/24/2012</td> </tr> <tr> <td>Core Innovation LLC</td> <td>09/24/2012</td> </tr> <tr> <td>Matthew B. Jore</td> <td>09/24/2012</td> </tr> <tr> <td>Michael A. Kvam</td> <td>09/24/2012</td> </tr> <tr> <td>David Samsel</td> <td>09/24/2012</td> </tr> <tr> <td>James David Duford</td> <td>09/24/2012</td> </tr> </tbody> </table> |   | Name          | Execution Date           | Core Motion, Inc.   | 09/24/2012           | Core Innovation LLC | 09/24/2012 | Matthew B. Jore | 09/24/2012 | Michael A. Kvam | 09/24/2012 | David Samsel | 09/24/2012 | James David Duford | 09/24/2012 |
| Name   | Execution Date                              |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| Core Motion, Inc.  | 09/24/2012                                  |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| Core Innovation LLC  | 09/24/2012                                  |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| Matthew B. Jore  | 09/24/2012                                  |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| Michael A. Kvam  | 09/24/2012                                  |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| David Samsel   | 09/24/2012                                  |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| James David Duford   | 09/24/2012                                  |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| RECEIVING PARTY DATA   |   |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| <table border="1"> <tr> <td>Name:</td> <td>Boulder Wind Power, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1812 Boxelder Street</td> </tr> <tr> <td>City:</td> <td>Louisville</td> </tr> <tr> <td>State/Country:</td> <td>COLORADO</td> </tr> <tr> <td>Postal Code:</td> <td>80027</td> </tr> </table>   |   | Name:         | Boulder Wind Power, Inc. | Street Address:     | 1812 Boxelder Street | City:               | Louisville | State/Country:  | COLORADO   | Postal Code:    | 80027      |              |            |                    |            |
| Name:  | Boulder Wind Power, Inc.                    |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| Street Address:  | 1812 Boxelder Street                        |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| City:  | Louisville                                  |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| State/Country:   | COLORADO                                    |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| Postal Code:   | 80027                                       |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| PROPERTY NUMBERS Total: 1  |   |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13733457</td> </tr> </tbody> </table>  |   | Property Type | Number                   | Application Number: | 13733457             |                     |            |                 |            |                 |            |              |            |                    |            |
| Property Type  | Number                                      |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| Application Number:  | 13733457                                    |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| CORRESPONDENCE DATA  |   |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| Fax Number:  | 2028427899                                  |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>   |   |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| Phone:   | 703-456-8000                                |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| Email:   | rphelan@cooley.com                          |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| Correspondent Name:  | Cooley LLP                                  |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| Address Line 1:  | 1299 Pennsylvania Avenue                    |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| Address Line 2:  | Suite 700, ATTN: Patent Group               |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| Address Line 4:  | Washington, DISTRICT OF COLUMBIA 20004-2400 |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |
| ATTORNEY DOCKET NUMBER:  | CWPI-002/02US 312483-2036                   |               |                          |                     |                      |                     |            |                 |            |                 |            |              |            |                    |            |

CH \$40.00 13733457

|   |                   |
|---|-------------------|
| NAME OF SUBMITTER:  | Nancy A. Vashaw   |
| Signature:  | /Nancy A. Vashaw/ |
| Date:   | 06/03/2013        |
| <b>Total Attachments: 9</b><br>source=CWPI-002-01US-Assign1#page1.tif<br>source=CWPI-002-01US-Assign1#page2.tif<br>source=CWPI-002-01US-Assign1#page3.tif<br>source=CWPI-002-01US-Assign1#page4.tif<br>source=CWPI-002-01US-Assign1#page5.tif<br>source=CWPI-002-01US-Assign1#page6.tif<br>source=CWPI-002-01US-Assign1#page7.tif<br>source=CWPI-002-01US-Assign1#page8.tif<br>source=CWPI-002-01US-Assign1#page9.tif |                   |

**CONFIRMATORY ASSIGNMENT**

**Matthew B. Jore** (“Jore”), residing at 1000 Innovation Dr., Ronan, MT 59864, **Michael A. Kvam** (“Kvam”), residing at 33405 Meadow Road, Polson, MT 59860, **David Samsel** (“Samsel”), residing at 20586 Coriacan Ln., Missoula, MT 59808, and **James David Duford** (“Duford”), residing at 38425 Back Road, Polson, MT 59860 (each referred to as “Assignor” and collectively referred to as the “Inventors”) have made an invention(s) (the “Invention(s)”) set forth in applications for patent, and which include:

- (1)  provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. 61/517,040, entitled “Air Gap Control System” and filed on April 12, 2011; and
  
- (2)  non-provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. 13/445,206, entitled “Air Gap Control Systems And Methods,” and filed on April 12, 2012; and
  
- (3)  PCT International application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. PCT/US2012/033236, entitled “Air Gap Control Systems And Methods,” and filed on April 12, 2012.

**WHEREAS**, by a respective Proprietary Information and Inventions Assignment Agreement dated as of November 25, 2009, and amended as of September 13, 2011, each of the Inventors assigned to Core Innovation LLC (“Core Innovation” and an “Assignor”) all right, title, and interest in and to certain then-existing and future inventions that may include in whole or in part the Invention(s);

**WHEREAS**, by a respective Technology Assignment Agreement dated November 25, 2009, each of the Inventors assigned to Core Motion, Inc. (“Core Motion” and an “Assignor”) all right, title, and interest in and to certain inventions that may include in whole or in part the Invention(s);

**WHEREAS**, the application identified in paragraph (2) claims filing priority to U.S. Patent Application Serial Nos. 61/350,850 (“the ‘850 Application”) and 13/152,164 (“the ‘164 Application”);

**WHEREAS**, by a respective Quitclaim Patent Assignment dated as of September 13, 2011, each of the Inventors assigned to Core Innovation all right, title, and interest in and to certain inventions that may include in whole or in part the Invention(s),

and for all of the Inventors except Duford, specifically included the patent application identified in paragraph (1), and for Jore included the '850 Application and the '164 Application;

**WHEREAS**, by a Technology Assignment and Cross License Agreement dated as of November 25, 2009, and amended as of September 13, 2011, Core Motion assigned to Core Wind Power, Inc. ("Core Wind") all of its right, title and interest in and to certain inventions that may include in whole or in part the Invention(s);

**WHEREAS**, by a Technology Development Agreement dated as of November 25, 2009, Core Innovation assigned to Core Wind all of its right, title and interest in and to certain inventions that may include in whole or in part the Invention(s);

**WHEREAS**, by a Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Core Wind Power, Inc. dated June 28, 2011, the name of Core Wind was changed to Boulder Wind Power, Inc. ("Assignee");

**WHEREAS**, by a Quitclaim Patent Assignment dated as of September 13, 2011, Core Innovation assigned to Assignee all of its right, title and interest in and to certain inventions that may include in whole or in part the Invention(s);

**WHEREAS**, by an Assignment executed by them on September 20, 2010, each of Jore, Kvam, Samsel, and Duford assigned to Core Wind all of their right, title, and interest in and to the inventions set forth in the '850 Application, and by an Assignment executed by them on January 13, 2012, January 5, 2012, January 6, 2012, and January 5, 2012, respectively, each of Jore, Kvam, Samsel, and Duford, assigned to Assignee all of their right, title, and interest in and to the inventions set forth in the '164 Application;

**NOW, THEREFORE**, pursuant to and in confirmation of the conveyances made, and of the obligations to do so, in the agreements identified above (collectively, the "Agreements"), and to the extent that the Assignor has not done so already via the Agreements, the Assignor confirms that it has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the applications for patent identified in paragraph (1), (2), and (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the applications for patent identified in paragraph (1), (2), and/or (3) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or at such time the Agreements were executed, the Assignor is or was a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are or were unencumbered, except, if applicable, by obligation to assign in accordance with the Agreements, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

**Core Motion, Inc.**

Date: 9/24/12

By: 

Name: Matthew B. Jore

Title: CEO

State of MONTANA )

County of LAKE )

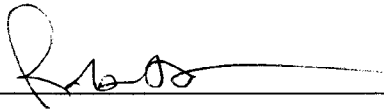
ss.

On 9-24-12, before me, ROBERTA JORE,

Notary Public, personally appeared MATTHEW B. JORE,

personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public



ROBERTA JORE  
NOTARY PUBLIC - MONTANA  
Residing at Ronan, Montana  
My Comm. Expires 10/23/12

Place Notary Seal Above

My Commission Expires: 10-23-12

**Core Innovation LLC**

Date: 9/24/12

By: 

Name: Matthew B. Jore

Title: Managing Member

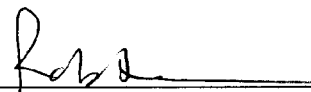
State of MONTANA )

County of LAKE )

ss.

On 9-24-12, before me, ROBERTA JORE,  
Notary Public, personally appeared MATTHEW B. JORE,  
personally known to me or proved to me on the basis of satisfactory evidence, to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public



ROBERTA JORE  
NOTARY PUBLIC - MONTANA  
Residing at Ronan, Montana  
My Comm. Expires 10/23/12

Place Notary Seal Above

My Commission Expires: 10/23/12





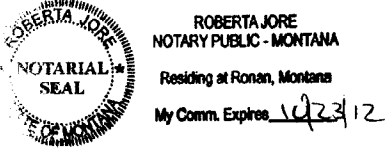
Date: 9/24/12 By: Michael A. Kvam  
Michael A. KVAM

State of MONTANA )  
County of LAKE ) ss.

On 9-24-12, before me, ROBERTA JORE,  
Notary Public, personally appeared MICHAEL A. KVAM,  
personally known to me or proved to me on the basis of satisfactory evidence, to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 10/23/12



Date: 9/24/12

By: James David Duford  
James David DUFORD

State of MONTANA )  
County of LAKE ) ss.

On 9-24-12, before me, ROBERTA JORE, Notary Public, personally appeared JAMES DAVID DUFORD, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



ROBERTA JORE  
NOTARY PUBLIC - MONTANA  
Residing at Ronan, Montana  
My Comm. Expires 10/23/12

Place Notary Seal Above

My Commission Expires: 10/23/12

515703 v2/RE