PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmatory

CONVEYING PARTY DATA

Name	Execution Date
James D. Duford	05/13/2013
James D. Jore	05/13/2013
Lincoln M. Jore	05/13/2013
Matthew B. Jore	05/13/2013
Core Motion, Inc.	05/13/2013
Core Innovatioin LLC	05/13/2013

RECEIVING PARTY DATA

Name:	Boulder Wind Power, Inc.
Street Address:	1812 Boxelder Street
City:	Louisville
State/Country:	COLORADO
Postal Code:	80027

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	13829123	

CORRESPONDENCE DATA

Fax Number: 2028427899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

(202) 842-7800 Phone: mharris@cooley.com Email:

Correspondent Name: Cooley LLP

Address Line 1: 1299 Pennsylvania Avenue NW

Address Line 2: Suite 700

502370409

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: CWPI-011/00US

PATENT

REEL: 030546 FRAME: 0067

NAME OF SUBMITTER:	David W. Hopkins
Signature: /David W. Hopkins/	
Date:	06/03/2013
Total Attachments: 9 source=CWPI01100US-ConfirmatoryAssign source=CWPI01100US-ConfirmatoryAssign source=CWPI01100US-ConfirmatoryAssign source=CWPI01100US-ConfirmatoryAssign source=CWPI01100US-ConfirmatoryAssign source=CWPI01100US-ConfirmatoryAssign source=CWPI01100US-ConfirmatoryAssign source=CWPI01100US-ConfirmatoryAssign source=CWPI01100US-ConfirmatoryAssign	nment#page2.tif nment#page3.tif nment#page4.tif nment#page5.tif nment#page5.tif nment#page6.tif nment#page7.tif nment#page8.tif

PATENT REEL: 030546 FRAME: 0068

CONFIRMATORY ASSIGNMENT

James D. Duford, residing at 38425 Back Road, Polson, MT 59860; James D. Jore, residing at 33859 Jims Drive, Polson, MT 59860; Lincoln M. Jore, residing at 38038 Mink Lane, Ronan, MT 59864; and Matthew B. Jore, residing at 34361 Innovation Drive, Ronan, MT 59864 (each referred to as "Assignor" and collectively referred to as the "Inventors") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled METHODS AND APPARATUS FOR OVERLAPPING WINDINGS, and which is a:

(1)	provisiona			
	(a)	to be filed herewith; or		
	(b)	bearing Application No.	, and filed on	; or
(2)	non-provi	sional application		
` '	(a)	to be filed herewith; or		
	(b)	bearing Application No. 1	3/829,123 filed o	n
		March 14, 2013, and bearing	Attorney Docket	t No.
		CWPI-011/00US 312483-203	34.	

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, 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");

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so

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already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor 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 application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, 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 application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (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 if applicable, at such time said prior agreement was executed, the Assignor is 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 unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, 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

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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 authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

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.

	MARINE
Date: 3-13-13	By:
	Name: Matthew B. Jore
	Title: Chairman, CEO
State of Montana	
County of Lake	SS.
	1/ 0 1100000
On May 13, 2013, befor	
Notary Public, personally appeared	Matthew & Jore
personally known to me or proved to me or	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 1	his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrum	ent the person(s), or the entity upon behalf of
which the person(s) acted, executed the inst	rument.
	SANDHIIDE.
WITNESS my hand and official seal.	KERRY S. YEAGER NOTARY PUBLIC for the
	State of Montana Residing at Ronan, Montana My Commission Expires
Kerrylhe	January 2, 2017
Signature of Notary Public	Place Notary Seal Above
lan 2 0	A(F)
My Commission Expires: Jan 2, 20	<u> </u>

Core Innovation LLC

Date:	5-13-13		By:	Merchie
' <u>-</u>		*	•	

Name:

MATT JORE Mg. Member Title:

State of Montana
County of Lake SS. On May 15, 2013, before me, Kerry S. Yeager Notary Public, personally appeared Walt

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.

NOTARIAL

KERRY S. YEAGER NOTARY PUBLIC for the State of Montana Residing at Ronan, Montana My Commission Expires January 2, 2017

Place Notary Seal Above

My Commission Expires: Jan. 2, 2017

Attorney Docket No. CWPI-011/00US 312483-2034

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State of Montana)
County of Lake) ss.
On May 13, 2013, before me, Kerry S. Geager
Notary Public, personally appeared <u>James D. Duford</u>
who proved to me on the basis of satisfactory evidence, to be the person(s) whos
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 b
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. **NOTARIAL** SEAL **NOTARIAL** My Commission Expires January 2, 2017 **NOTARIAL** STATE OF MONITARIA MY Commission Expires January 2, 2017
Signature of Notary Public Place Notary Seal Above

Date: 5-13-2013 By: James

My Commission Expires: Jan. 2, 2017

Date: 5-13-2013 State of Montana
County of Lake May 13, 2013, before me, Notary Public, personally appeared who 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. KERRY S. YEAGER NOTARY PUBLIC for the WITNESS my hand and official seal. State of Montana Residing at Ronan, Montana My Commission Expires NOTARIAL) SEAL January 2, 2017 Signature of Notary P Place Notary Seal Above My Commission Expires: Jan. 2, 2017

Attorney Docket No. CWPI-011/00US 312483-2034

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Date:5-13-13	By: Lincoln M. Jore
Notary Public, personally appeared who proved to me on the basis of satisfication name(s) is/are subscribed to the within he/she/they executed the same in his/he	re me, Kerry S. Yeager, efactory evidence, to be the person(s) whose in instrument and acknowledged to me that er/their authorized capacity(ies), and that by that the person(s), or the entity upon behalf of etrument.
WITNESS my hand and official seal. Signature of Notary Public My Commission Expires: Jan. 2, 2	KERRY S. YEAGER NOTARY PUBLIC for the State of Montana Residing at Ronan, Montana My Commission Expires January 2, 2017 Place Notary Seal Above

Date: 5-13-13 By: Mary By:
Matthew B. Jore
State of Montana
County of Lake
On May 13, 2013, before me, Kerry S. Yeayer, Notary Public, personally appeared Watthow B. Jore,
who 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.
annullillum.
WITNESS my hand and official seal. KERRY S. YEAGER NOTARY PUBLIC for the State of Montana
State of Montana Residing at Ronan, Montana My Commission Expires January 2, 2017
Signature of Notary Public Place Notary Seal Above
My Commission Expires: Jan. 2,2017