

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>06/12/2013</td> </tr> <tr> <td>Core Innovation LLC</td> <td>06/12/2013</td> </tr> <tr> <td>Matthew B. Jore</td> <td>06/12/2013</td> </tr> <tr> <td>Lincoln M. Jore</td> <td>06/12/2013</td> </tr> <tr> <td>Michael A. Kvam</td> <td>06/12/2013</td> </tr> <tr> <td>James D. Jore</td> <td>06/12/2013</td> </tr> <tr> <td>David Samsel</td> <td>06/12/2013</td> </tr> <tr> <td>James David Duford</td> <td>06/11/2013</td> </tr> </tbody> </table>		Name	Execution Date	Core Motion, Inc.	06/12/2013	Core Innovation LLC	06/12/2013	Matthew B. Jore	06/12/2013	Lincoln M. Jore	06/12/2013	Michael A. Kvam	06/12/2013	James D. Jore	06/12/2013	David Samsel	06/12/2013	James David Duford	06/11/2013
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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								
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PROPERTY NUMBERS Total: 3																			
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>61350850</td> </tr> <tr> <td>Application Number:</td> <td>13152164</td> </tr> <tr> <td>PCT Number:</td> <td>US2012041062</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	61350850	Application Number:	13152164	PCT Number:	US2012041062										
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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																		

CH \$120.00 61350850

Address Line 2: Suite 700, ATTN: Patent Group
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2400

ATTORNEY DOCKET NUMBER:	CWPI-001/01US 312483-2002
NAME OF SUBMITTER:	Nancy A. Vashaw
Signature:	/Nancy A. Vashaw/
Date:	06/14/2013

Total Attachments: 11

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CONFIRMATORY ASSIGNMENT

Matthew B. Jore ("MJore"), residing at 1000 Innovation Dr., Ronan, MT 59864, Lincoln M. Jore ("LJore"), residing at 38038 Mink Drive, Ronan, MT 59864, Michael A. Kvam ("MKvam"), residing at 33405 Meadow Road, Polson, MT 59860, James D. Jore ("JJore"), residing at 33859 Jims Drive, 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. 61/350,850, entitled "Systems And Methods For Improved Direct Drive Generators" and filed on June 2, 2010; and
- (2) non-provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. 13/152,164, entitled "Systems And Methods For Improved Direct Drive Generators," and filed on June 2, 2011; and
- (3) PCT International application
 - (a) to be filed herewith; or
 - (b) bearing Application No. PCT/US2012/041062, entitled "Systems And Methods For Improved Direct Drive Electromagnetic machines," and filed on June 6, 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. 61/517,040, filed April 12, 2011 ("the '040 Application") and 61/350,850 identified in paragraph (1);

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);

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 the Inventors assigned to Core Wind all of their right, title, and interest in and to the inventions set forth in the Application identified in paragraph (1), and by an Assignment executed by MJore on January 13, 2012, LJore, Kvam, JJore and Duford on January 5, 2012, and Samsel on January 6, 2012, each of the Inventors assigned to Assignee all of their right, title, and interest in and to the inventions set forth in the Application identified in paragraph (2), and by a Confirmatory Assignment executed by MJore, Kvam, Samsel and Duford executed on September 24, 2012, each of MJore, Kvam, Samsel and Duford assigned to Assignee all of their right, title, and interest in and to the inventions set forth in the '040 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: 6-12-13

By: [Signature]

Name: Matt Jore

Title: CEO

State of Montana)

ss.

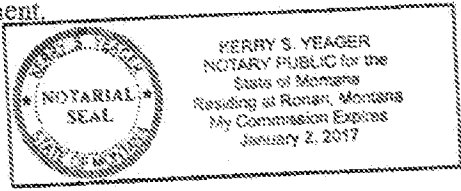
County of Lake)

On June 12, 2013, before me, Kerry S Yeager

Notary Public, personally appeared Matt 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.



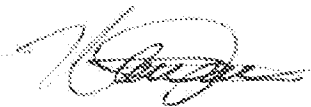
[Signature]
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: Jan. 2, 2017

Core Innovation LLC

Date: 6-13-13

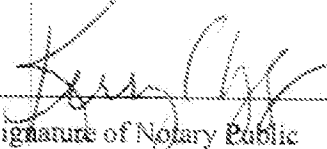
By: 

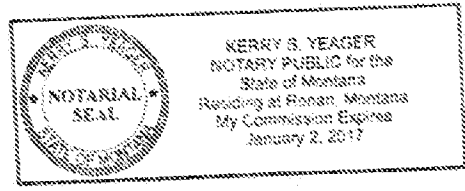
Name: Matt Jure

Title: Managing Member

State of Montana)
County of Lake) ss.
On June 13, 2013, before me, Kerry S Yeager
Notary Public, personally appeared Matt Jure
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


Place Notary Seal Above

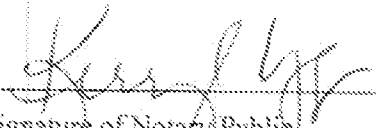
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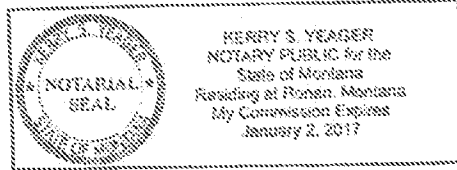
Date: 6-12-13

By: 
Matthew B. JORE

State of Montana)
County of Lake) ss.
On June 12, 2013, before me, Kerry S Yeager,
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.

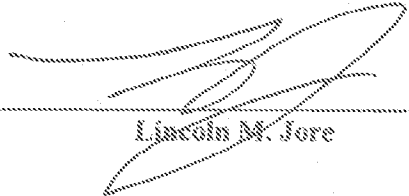

Signature of Notary Public


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

Place Notary Seal Above

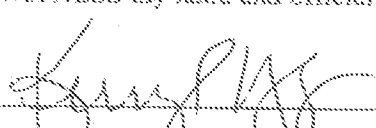
My Commission Expires: Jan. 2, 2017

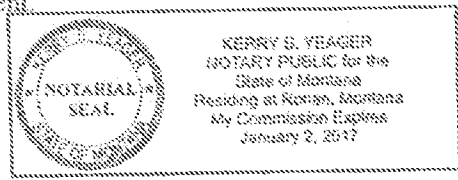
Date: 6/2/2013

By: 
Lincoln M. Jore

State of Montana)
County of Lake) ss.
On June 12, 2013, before me, Kerry S Yeager
Notary Public, personally appeared Lincoln M. 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



Place Notary Seal Above

My Commission Expires: Jan 2, 2017

Date: 6/12/2013 By: Michael A. Kvam
Michael A. Kvam

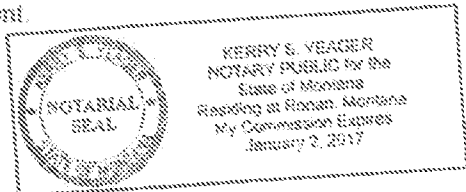
State of Montana)
County of Lake) ss.
On June 12, 2013 before me, Kerry S. Yeager
Notary Public, personally appeared Michael A. Kvam
personally known to me or proved to me on the basis of satisfactory evidence, to be the
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me that he/she/they executed 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.

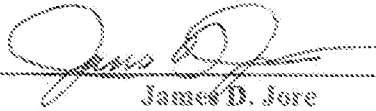
[Signature]
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: Jan. 2, 2017



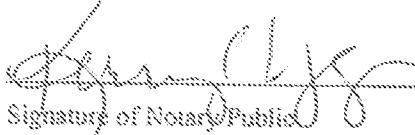
Date: 6/12/2013

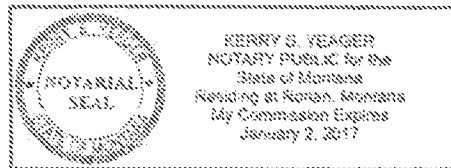
By: 
James D. Jore

State of Montana)
County of Lake) ss.

On June 12, 2013 before me, Kerry S Yeager, Notary Public, personally appeared James D 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



Place Notary Seal Above

My Commission Expires: Jan 2, 2017

Date: 6/12/2013 By: David Samsel
David Samsel

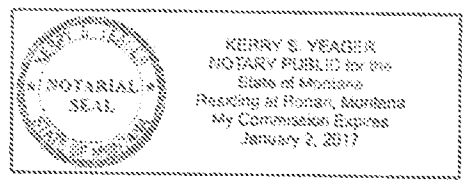
State of Montana)
County of Lake) ss.
On June 12, 2013, before me, Kerry S Yeager Notary
Public, personally appeared David Samsel, personally known
to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged 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.

Kerry S Yeager
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: Jan. 2, 2017

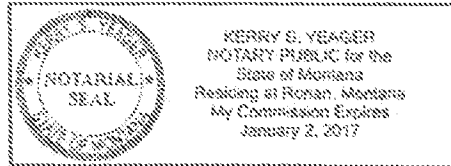


Date: 6-11-2013

By: James David Duford
James David Duford

State of Montana,
County of Lake ss.
On June 11, 2013, before me, Kerry S Yeager, 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.



Kerry S Yeager
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: Jan. 2, 2017

548564 v1/RE