

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2660276

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>BMS INTERNATIONAL LIMITED</td> <td>11/18/2013</td> </tr> </tbody> </table>		Name	Execution Date	BMS INTERNATIONAL LIMITED	11/18/2013
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BMS INTERNATIONAL LIMITED	11/18/2013				
RECEIVING PARTY DATA					
Name:	DIAMOND POWER INTERNATIONAL, INC.				
Street Address:	2600 E. MAIN STREET				
City:	LANCASTER				
State/Country:	OHIO				
Postal Code:	43130				
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>11912720</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11912720
Property Type	Number				
Application Number:	11912720				
CORRESPONDENCE DATA					
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Phone:	7343026000				
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ATTORNEY DOCKET NUMBER:	10577-377				
NAME OF SUBMITTER:	GERLINDE M. NATTLER				
Signature:	/Gerlinde Nattler/				
Date:	12/26/2013				
Total Attachments: 4 source=Executed_BMS_Diamond_Power_Assignment#page1.tif source=Executed_BMS_Diamond_Power_Assignment#page2.tif source=Executed_BMS_Diamond_Power_Assignment#page3.tif source=Executed_BMS_Diamond_Power_Assignment#page4.tif					

CH \$40.00 11912720

**ASSIGNMENT TO DIAMOND POWER INTERNATIONAL, INC.  
FROM BMS INTERNATIONAL LIMITED**

This Assignment (the "Assignment") is dated as of the 18th day of November, 2013.

**WHEREAS**, BMS INTERNATIONAL LIMITED (the "Assignor"), (formerly known as BOILER MANAGEMENT SYSTEMS (INTERNATIONAL) LIMITED), a company organized and existing under the laws of the Isle of Man, having a corporations registry number 119016C, registered office BMS House, Port Way, Balthane Industrial Estate, Ballasalla IM9 2AJ, is the owner of the Intellectual Property Rights set forth in the attached SCHEDULE forming a part of this Assignment;

**WHEREAS**, DIAMOND POWER INTERNATIONAL, INC. (the "Assignee"), a corporation organized and existing under the laws of the State of Delaware, United States of America having a principal place of business at 2600 E. Main St., Lancaster, Ohio 43130, United States of America, desires to acquire the Intellectual Property Rights;

**WHEREAS**, the Assignor and the Assignee have agreed in the Intellectual Property Purchase Agreement dated October 21, 2013 (the "Main Agreement") that the Assignee shall sell and the Assignor shall acquire the Intellectual Property Rights;

**NOW, THEREFORE**, the Assignor and the Assignee hereby agree as follows:

1. Pursuant to and for the consideration set out in the Main Agreement (which the Assignee hereby acknowledges receipt and the sufficiency of), the Assignor hereby assigns to the Assignee absolutely with full title guarantee, free from all charges, liens, encumbrances and licences, all right, title and interest in and to the Intellectual Property Rights throughout the world, together with: (I) any and all goodwill attached thereto; (II) all the rights, powers, privileges and immunities and advantages conferred on the proprietor thereof; (III) all causes or rights of action, actual or contingent and the right to recover damages and relief therefore in respect of any past, existing or future infringements of, or claim related to, the Intellectual Property Rights; (IV) any and all common law rights and remedies in relation to the Intellectual Property Rights available to the Assignor as at the date of this Assignment; (V) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Intellectual Property Rights; (VI) the right to prosecute and obtain protection anywhere in the world in respect of the Intellectual Property Rights; and (VII) any and all continuations, divisions, extensions, reexaminations, renewals or reissues therefor, including all rights to claim priority on the basis of such applications.

2. The Assignor agrees and undertakes promptly to (at the expense of the Assignor), from time to time, execute all such documents, forms and authorisations and to swear any declaration or oath and generally to do all such things as may be required: (I) for absolutely transferring the Assignor's full right, title and interest in the Intellectual Property Rights to the Assignee; and (II) where requested to do so by the Assignee, to defend, enforce and maintain the Intellectual Property Rights including, without limitation, bringing opposition, infringement or other proceedings against third parties.

3. The Assignor hereby authorises and requests (if and where appropriate) any official of any country whose duty it is to register any of the Intellectual Property Rights (or other evidence or forms for industrial and/or

**ASSIGNMENT TO DIAMOND POWER INTERNATIONAL, INC.  
FROM BMS INTERNATIONAL LIMITED**

intellectual property protection) on application being made by the Assignee pursuant to this Assignment to issue the same to the Assignee and its successors and assignees.

4. The Assignor hereby appoints the Assignee to act as its attorney with power to do all such things and execute all such documents and deeds, as may be required to transfer to the Assignee the full benefit of the rights granted hereunder by the Assignor.

5. The Assignor hereby acknowledges that the Intellectual Property Rights are the subject of the warranties and undertakings granted by the Assignor in the Main Agreement.

6. No omission by either party to exercise any right or remedy available to that party under this Assignment shall be taken as an acceptance of the event giving rise to the right to exercise such right or remedy or a waiver of such right or remedy. In addition, any such omission shall be without prejudice to: (i) the future exercise of such right or remedy; and (ii) the rights or remedies of either party which may arise in the future.

7. Any provision(s) of this Assignment which in any way contravene the law of any state or region in which this Assignment is effective shall be deemed severable to that extent in such state or region and shall not invalidate any other provision or provisions of this Assignment. Without prejudice to the above, where practicable, the parties shall negotiate with a view to replacing any such severed provision(s) with enforceable provision(s) to the satisfaction of both parties.

8. This Assignment and the Main Agreement contain the entire and only agreement between the parties relating to this subject matter. Each of the parties acknowledge that, on entering into this Assignment, they have not relied on any written or oral representation or undertaking other than as expressly stated in this Assignment and/or the Main Agreement, and that this contract supersedes any previous contract or arrangement (implied or otherwise) between the parties.

9. No variation of this Assignment shall be effective unless it is in writing and is signed by or on behalf of both parties.

10. This Assignment (including any contractual and non contractual claims) shall be governed by and construed in all respects in accordance with English law and each of the parties hereto hereby submit to the exclusive jurisdiction of the English courts as regards any claims or matters arising hereunder.

**ASSIGNMENT TO DIAMOND POWER INTERNATIONAL, INC.  
FROM BMS INTERNATIONAL LIMITED**

**SCHEDULE**

**This is the Schedule referred to in the foregoing Assignment by BMS INTERNATIONAL LIMITED in  
favour of DIAMOND POWER INTERNATIONAL, INC.**

For the purposes of this Assignment and the Main Agreement:

(1) "Technology" means heat flux sensors technology, including heat flux sensors comprising pipe and thermocouple assemblies and methods of manufacture, for real-time measurement of furnace wall heat flux and surface cleanliness;

(2) "IP" means any and all intellectual property rights anywhere in the world of whatever nature including, without limitation, patents, rights in patentable inventions, rights in computer software (including, without limitation, rights in graphical user interfaces, object code and source code), registered designs, unregistered design rights, copyrights, database rights, topography rights, rights in confidential information, know-how, trade secrets; in all cases whether registered, registrable or otherwise, and including any and all applications (and rights to apply) for any of the foregoing, and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection;

(3) The "Intellectual Property Rights" are all IP in and relating to the Technology, including without limitation:

(a) any and all IP embodied in the following items, relating to the Technology: technical information, techniques, data in any form (including reports, letters, training and operational manuals, engineering standards, computer programs, computer software, databases, specifications, bills of material, photographs and the like), plans, drawings, policies, procedures, quality plans, jigs, molds, dies, designs, blue prints, formulae, processes, research and development, methods, compositions;

(b) all patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, divisions, and renewals of such patents and applications, in each case, in any manner related to the Technology;

**(c) PCT International Application No. PCT/GB2005/002898**

Filing Date: July 25, 2005

PCT International Publication No.: WO 2006/114559

Priority Date: April 28, 2005

Priority Application Serial No.: 0508584.0 GB

**(d) European Patent Application No. EP1875131**

Priority Date: April 28, 2005

Priority Application Serial No.: 0508584.0 GB

**(e) U.S. Patent Application Serial No. 11/912,720**

U.S. Patent Application Publication No.: US2009/0120383

U.S. §371(c) (1), (2), (4) Date: March 28, 2008

Priority Date: April 28, 2005

Priority Application Serial No.: 0508584.0 GB

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FROM BMS INTERNATIONAL LIMITED

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their duly authorized representative on the 18th day of November, 2013.

BMS INTERNATIONAL LIMITED

By: *J Morgan* (director signature)

NAME LYNNE VERONICA MORGAN

By: *K.R. Morgan* (director signature)

NAME KATHERINE REBECCA MORGAN

DIAMOND POWER INTERNATIONAL, INC.

By: *Maurice J Barr* (director signature)

Printed Name MAURICE J BARR

WITNESS: *Anna W Palmer* (signature)

Printed Name: Anna W Palmer

Address: 2100 E. Main St.  
Lancaster, OH 43150