

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2890524

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
FUEL CELL POWER, INC.		05/30/2014
RECEIVING PARTY DATA		
Name:	INTELLIGENT ENERGY LIMITED	
Street Address:	ASHBY ROAD, LOUGHBOROUGH	
Internal Address:	CHARWOOD BUILDING, HOLYWELL PARK	
City:	LEICEISTERSHIRE	
State/Country:	UNITED KINGDOM	
Postal Code:	LE11 3GB	
PROPERTY NUMBERS Total: 29		
Property Type	Number	
Application Number:	60226471	
Application Number:	09834390	
Application Number:	10068154	
Application Number:	60362559	
Application Number:	10382549	
Application Number:	11186327	
Application Number:	11187437	
Application Number:	11654262	
Application Number:	60345855	
Application Number:	10328709	
Application Number:	11827061	
Application Number:	12725411	
Application Number:	60538646	
Application Number:	11036240	
Application Number:	11151067	
Application Number:	11201472	
Application Number:	11520189	
Application Number:	11520352	
Application Number:	11520392	
PCT Number:	US0501322	

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Property Type	Number
Application Number:	60662020
Application Number:	11340158
Application Number:	11581963
Application Number:	11581983
Application Number:	60794437
Application Number:	11789378
Application Number:	60874794
Application Number:	12001898
Application Number:	10630156

CORRESPONDENCE DATA

Fax Number: (215)568-3439

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	091509.000003
NAME OF SUBMITTER:	LAURA RAE WORKMAN
SIGNATURE:	/Laura Rae Workman/
DATE SIGNED:	06/09/2014

Total Attachments: 7

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EXHIBIT C-1 (FUEL CELL POWER, INC.)

ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights (the “**Assignment**”) is executed, acknowledged and delivered by Fuel Cell Power, Inc., a Delaware company, with its principal place of business at 845 Third Avenue, Suite 623, New York City, NY 10022 (“**Assignor**”), in accordance with, and pursuant to the terms and conditions of the Asset Purchase Agreement having an Effective Date of May 30, 2014 (the “**Agreement**”) between Assignor, as Seller and Intelligent Energy Limited, a limited company registered in England and Wales, having a registered office address of Charnwood Building, Holywell Park, Ashby Road, Loughborough, Leicestershire LE11 3GB (“**Assignee**”). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

“**Listed Patents**” means the provisional patent applications, patent applications, and patents listed on Exhibit A, which is attached hereto, and which is made a part hereof.

“**Patents**” means (a) Listed Patents; (b) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any of the Listed Patents; (c) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any of the Listed Patents; (d) rights provided by multinational treaties or conventions for any of the Listed Patents; (e) patents or patent applications to which any of the Listed Patents claims priority or to which any of the Listed Patents forms a basis for priority; and (f) patents or patent applications that as of the Effective Date are subject to a terminal disclaimer with any of the Listed Patents.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 30th day of May, 2014.

ASSIGNOR:

FUEL CELL POWER, INC.

By: M Lefenfeld

Name: Michael Lefenfeld

Title: President

NOTARIZATION MUST BE ON THIS PAGE

Subscribed and sworn to before me this ____ day of _____, 20__.

(Notarial Seal) Signature: _____

Notary Public

Exhibit A

Country	Title	Application No.:	Filing Date	Publication No.:	Publication Date	Patent No.:	Issue Date	Status
US	COMPLIANT ELECTRICAL CONTACTS FOR FUEL CELL USE	60/226,471	8/18/2000					Expired
US	COMPLIANT ELECTRICAL CONTACTS FOR FUEL CELL USE	09/834,390	4/13/2001					Abandoned
US	COMPLIANT ELECTRICAL CONTACTS FOR FUEL CELL USE	10/068,154	2/6/2002	2002-0142664	10/3/2002	6,815,113	11/9/2004	Granted
US	FUEL CELL POWER MODULE AND SYSTEM INCLUDING SAME	60/362,559	3/5/2002					Expired
US	FUEL CELL POWER MODULE AND SYSTEM INCLUDING SAME	10/382,549	3/5/2003			6,989,651	1/24/2006	Granted
US	FUEL CELL POWER MODULE AND SYSTEM INCLUDING SAME	11/186,327	7/21/2005			7,166,985	1/27/2007	Granted
US	FUEL CELL NETWORK POWER SYSTEM	11/187,437	7/21/2005			6,992,460	1/31/2006	Granted

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US	FUEL CELL POWER SYSTEM HAVING A MASTER CONTROL UNIT AND A PLURALITY OF FUEL CELL POWER UNITS	11/654,262	1/16/2007				7,482,778	1/27/2009	Granted
US	FORCED AIR FUEL CELL POWER SYSTEM	60/345,855	1/4/2002						Expired
US	FORCED AIR FUEL CELL POWER SYSTEM	10/328,709	12/24/2002				7,241,523	7/10/2007	Granted
US	FORCED AIR FUEL CELL POWER SYSTEM	11/827,061	7/9/2007	2008-0008915		1/10/2008	7,678,482	3/16/2010	Granted
US	FORCED AIR FUEL CELL POWER SYSTEM	12/725,411	3/16/2010	2010-0291454		11/18/2010	7,968,236	6/28/2011	Granted
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	60/538,646	1/22/2004						Expired
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/036,240	1/14/2005	2005-0162122		7/28/2005			Abandoned
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/151,067	6/13/2005	2005-0233184		10/20/2005	7,914,945	3/29/2011	Granted

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US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/201,472	8/11/2005	2005-0271905	12/8/2005	7,271,567	9/18/2007	Granted
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/520,189	9/13/2006	2007-0037023	2/15/2007			Abandoned
US	POWER UNIT FOR A FUEL CELL POWER AND MANAGEMENT SYSTEM	11/520,352	9/13/2006	2007-0031726	2/8/2007	7,888,906	2/15/2011	Granted
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/520,392	9/13/2006	2007-0020510	1/25/2007	7,893,651	2/22/2011	Granted
PCT	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	PCT/US2005/001322	1/18/2005	2005/069882	8/4/2005			Expired
US	MODULAR FUEL CELL POWER SYSTEM	60/662,020	3/15/2005					Expired

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US	MODULAR FUEL CELL POWER SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/340,158	1/26/2006	2006-0210841	9/21/2006	7,691,502	4/6/2010	Granted
US	MODULAR FUEL CELL POWER SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/581,963	10/17/2006	2007-0037026	2/15/2007	7,691,503	4/6/2010	Granted
US	MODULAR FUEL CELL POWER SYSTEM	11/581,983	10/17/2006	2007-0042236	2/22/2007			Abandoned
US	FUEL CELL POWER SYSTEM HAVING DOCK-TYPE DEVICE, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	60/794,437	4/24/2006					Expired
US	FUEL CELL POWER SYSTEM HAVING DOCK-TYPE DEVICE, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/789,378	4/24/2007	2007-0248851	10/25/2007			Abandoned
US	SYSTEM FOR AND METHOD OF FLUID DELIVERY, MONITORING AND/OR MANAGEMENT	60/874,794	12/14/2006					Expired

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US	SYSTEM FOR AND METHOD OF FLUID DELIVERY, MONITORING AND/OR MANAGEMENT	12/001,898	12/13/2007	2008-0147332	6/19/2008			Abandoned
US	ELECTRICAL CONTACTS FOR FUEL CELLS	10/630,156	7/30/2003	2005-0026020	2/3/2005	7,670,707	3/2/2010	Granted