

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3088532

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ECO POWER SOLUTIONS (USA) CORPORATION	10/10/2014
RECEIVING PARTY DATA	
Name:	ALTIRA TECHNOLOGY FUND V L.P.
Street Address:	1675 BROADWAY
Internal Address:	SUITE 2400
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	6344177
Patent Number:	8084652
Application Number:	13978343
PCT Number:	US2012020134
Application Number:	13827473
Application Number:	61866874
PCT Number:	US2013031666
Patent Number:	8435331
PCT Number:	US2010049320
CORRESPONDENCE DATA	
Fax Number:	(703)456-8100
<i>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.</i>	
Phone:	7034568000
Email:	JDRAKE@COOLEY.COM, JSCOTT@COOLEY.COM
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE
Address Line 2:	SUITE 700 ATTN: PATENT GROUP
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	311760-129

PATENT

NAME OF SUBMITTER:	CHRISTOPHER R. HUTTER
SIGNATURE:	/Christopher R. Hutter/
DATE SIGNED:	10/30/2014
Total Attachments: 10 source=Altira-Eco-IP-Assignment-Redacted#page1.tif source=Altira-Eco-IP-Assignment-Redacted#page2.tif source=Altira-Eco-IP-Assignment-Redacted#page3.tif source=Altira-Eco-IP-Assignment-Redacted#page4.tif source=Altira-Eco-IP-Assignment-Redacted#page5.tif source=Altira-Eco-IP-Assignment-Redacted#page6.tif source=Altira-Eco-IP-Assignment-Redacted#page7.tif source=Altira-Eco-IP-Assignment-Redacted#page8.tif source=Altira-Eco-IP-Assignment-Redacted#page9.tif source=Altira-Eco-IP-Assignment-Redacted#page10.tif	

IP ASSIGNMENT AGREEMENT

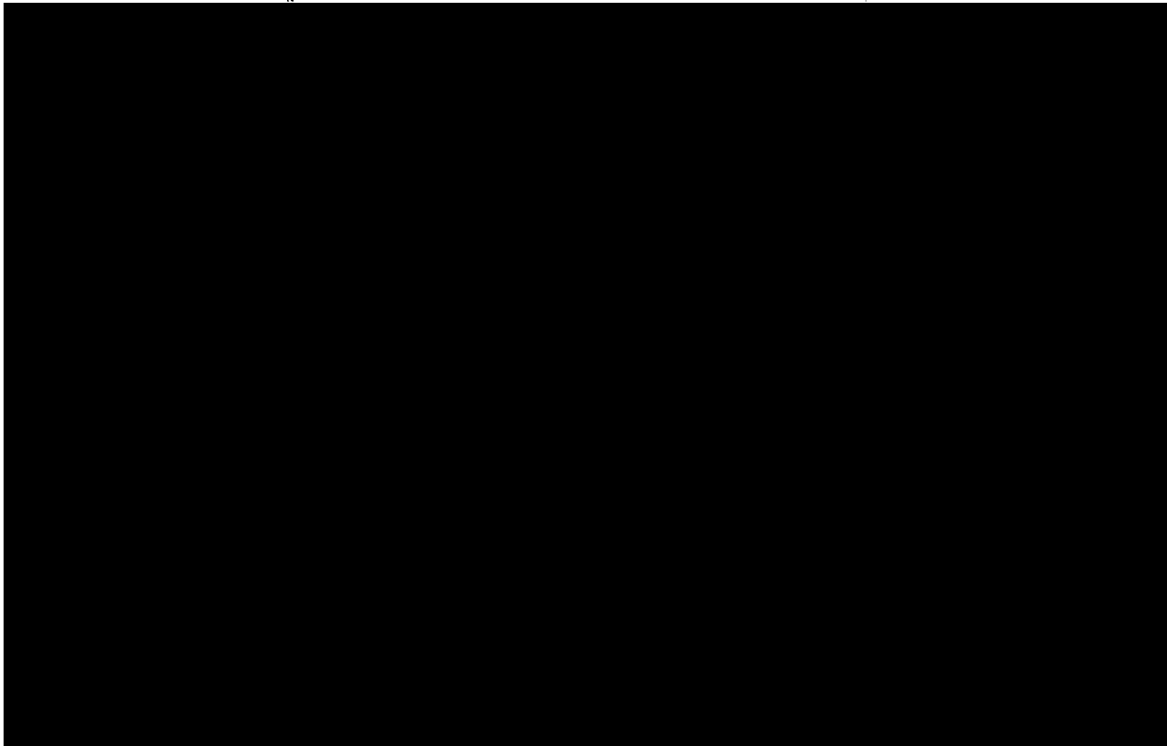
This IP Assignment Agreement (the "Agreement") is made and entered into effective as of October 10, 2014 (the "Effective Date") by and among (i) ALYRA TECHNOLOGY FUND V L.P. ("Assignee"), (ii) ECO POWER SOLUTIONS (USA) CORPORATION ("Assignor"), (iii) Eco Power Solutions Corporation ("Eco Canada"), (iv) Gencon Capital Resources Inc. ("Gencon"), (v) E-Legal Management Corporation ("E-Legal" and together with Gencon, the "Stockholders" and each individually, a "Stockholder").

WHEREAS, Assignor currently has certain property rights with respect to the Property (as defined below); and



WHEREAS, Assignor desires to assign to Assignee the Property in full satisfaction of certain obligations owed by Assignor to Assignee and Assignee desires to accept such assignment of the property in satisfaction thereof; and

WHEREAS all parties hereto consent to the assignment herein to the Assignee; and



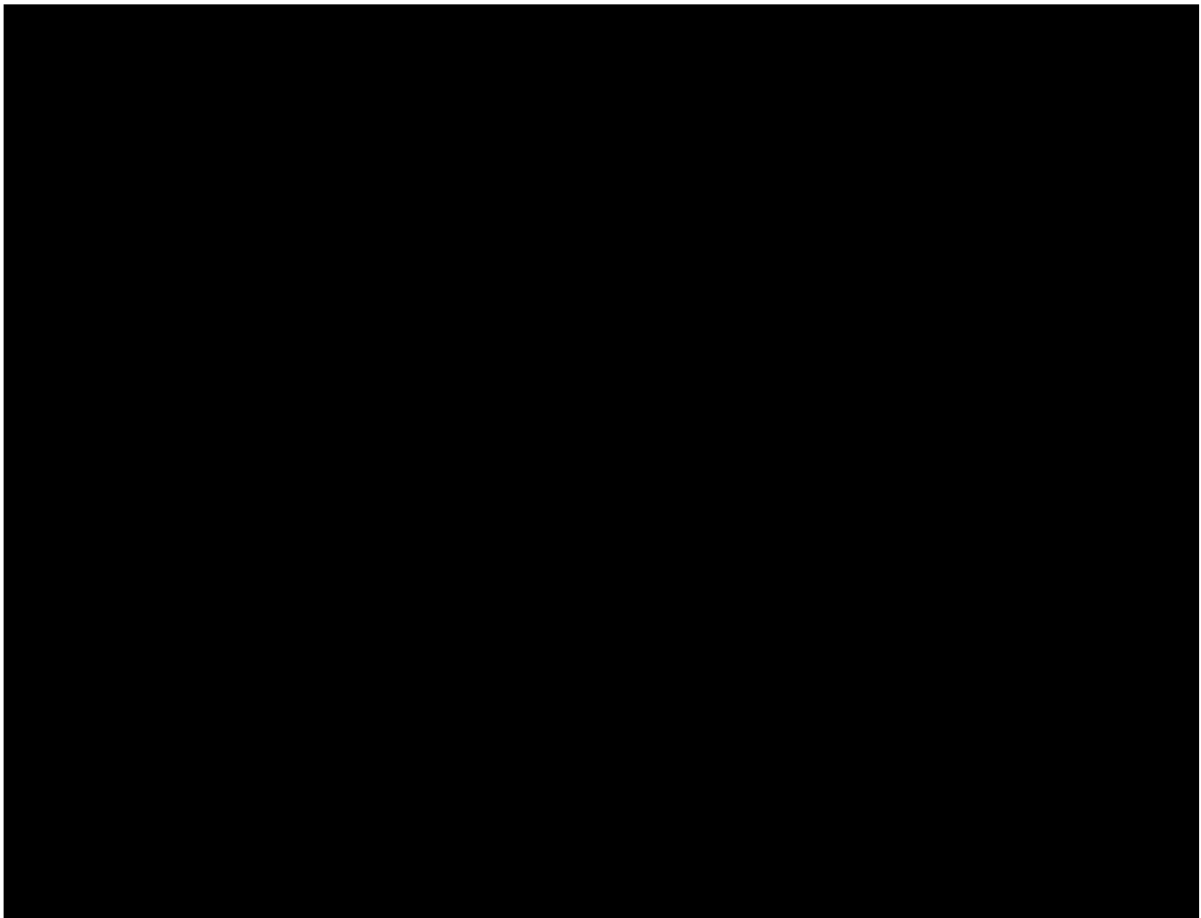
1. RECITALS. The recitals as set forth herein are true and incorporated herein by reference.

2. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally assigns, sells, transfers and conveys to the Assignee all right, title and interest, on a worldwide basis, in and to the technology and materials described in Exhibit A (Description of Property) attached hereto and all Intellectual Property Rights owned by Assignor on the date hereof and related thereto (collectively, the "Property"). As used herein, "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights (and associated goodwill); (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in technology and works of authorship of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, continuations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence. If Assignor has any Intellectual Property Right to the Property that cannot be assigned to Assignee by Assignor, Assignor unconditionally and irrevocably grants to Assignee during the term of such rights, an exclusive, even as to Assignor, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale and exercise any and all such rights. If Assignor has any Intellectual Property Right to the Property that cannot be assigned or licensed to Assignee, Assignor unconditionally and irrevocably waives the enforcement of such right, and all claims and causes of action of any kind against Assignee or related to Assignee's customers, licensees and their customers, with respect to such right, and agrees, at Assignee's request and expense, to consent to and join in any action to enforce such right. Assignor hereby acknowledges that Assignor retains no right to use the Property or and agrees not to challenge, or assist any other person to challenge, the validity of the Assignee's ownership of the Property. Assignor agrees to deliver to the Assignee upon execution of this Agreement any and all tangible manifestation of the Property.

3. **ASSISTANCE.** Upon each request by the Assignee, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at the Assignee's expense as the Assignee may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and Intellectual Property Rights throughout the world related to any of the Property, in the Assignee's name and for its benefit. If the Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this section with the same legal force and effect as if executed by Assignor. Assignor hereby waives any and all claims against Assignee, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Property assigned hereunder.

4. **WARRANTY.** Assignor represents and warrants to the Assignee that: (a) to the best of its knowledge, the Property represents 100% of the Intellectual Property Rights in any assets or property owned, licensed to or used by Assignor in its business or contemplated business; (b) Assignor has all necessary rights to assign the Property and grant the rights assigned herein; (c) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party; (d) all of the Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever; (e) none of the Property infringes, misappropriates, conflicts with or violates any Intellectual Property Right or similar rights of any third party; and (f) Assignor has maintained the Property in confidence.

5. **ACKNOWLEDGEMENT AND RELEASE.**



6. **GENERAL.**

6.1 **Entire Agreement.** This Agreement and the Attachments attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersede any other prior or contemporaneous understanding, agreement or communication, whether oral or written. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto. This Agreement

may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

6.2 **Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Massachusetts, without giving effect to any conflicts of laws principles. The parties consent and agree that any suit, action or proceeding arising out of or relating to this Agreement only be brought in state or federal courts sitting in the Commonwealth of Massachusetts.

6.3 **Injunctive Relief.** Assignor further agrees that, in the event of any breach or threatened breach by Assignor of any covenant, obligation or other provision contained in this Agreement, the Assignee shall be entitled, without limitation, to: (a) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision; and (b) an injunction restraining such breach or threatened breach. Assignor further agrees that the Assignee shall not be required to obtain, furnish, post or otherwise provide any bond or other security or instrument in connection with or as a condition to obtaining any remedy referred to in this section, and Assignor irrevocably waives any right Assignor may have to require the Assignee to obtain, furnish or post any such bond or instrument.

6.4 **Severability.** If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

6.5 **Waiver.** Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

6.6 **Notice.** All notices required by or relating to this Agreement will be in writing and shall be delivered by hand, via nationally-recognized overnight courier, or mailed first class certified or registered mail, return receipt requested, postage paid, to the parties to the Agreement at the addresses set forth above. Each party may change its address for receipt of notice by giving notice of such change to the other party.

IN WITNESS WHEREOF the parties have caused this IP Assignment Agreement to be executed by their duly authorized representatives.

ALTRA TECHNOLOGY FUND V L.P.




By: _____
(Signature)
Hull K. McKinnon

Title: Partner

Address: 1675 Broadway, Suite 2400
Denver, CO 80202

ECO POWER SOLUTIONS (USA) CORPORATION



By: _____
(Signature)
THOMAS J. BARTOLOME

Title: CEO

Address: _____

ECO POWER SOLUTIONS CORPORATION

(Signature)

By: _____

Title: _____

Address: _____

GENCON CAPITAL RESOURCES INC.

(Signature)

By: _____

Title: _____

Address: _____

E-LEGAL MANAGEMENT CORPORATION

(Signature)

By: _____

Title: _____

Address: _____

IN WITNESS WHEREOF the parties have caused this IP Assignment Agreement to be executed by their duly authorized representatives.

ALTIRA TECHNOLOGY FUND V L.P.

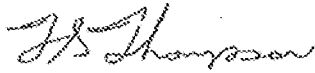
ECO POWER SOLUTIONS (USA) CORPORATION

(Signature)
By: _____
Title: _____
Address: _____

(Signature)
By: _____
Title: _____
Address: _____

ECO POWER SOLUTIONS CORPORATION

GENCON CAPITAL RESOURCES INC.



(Signature)
By: T.S. (Tom) Thompson
Title: President & CEO
Address: 5480 Canotek Road, Ottawa, ON K1C-9H7

(Signature)
By: _____
Title: _____
Address: _____

E-LEGAL MANAGEMENT CORPORATION

(Signature)
By: _____
Title: _____
Address: _____

IN WITNESS WHEREOF the parties have caused this IP Assignment Agreement to be executed by their duly authorized representatives.

ALTIRA TECHNOLOGY FUND V L.P.

ECO POWER SOLUTIONS (USA) CORPORATION

(Signature)
By: _____
Title: _____
Address: _____

(Signature)
By: _____
Title: _____
Address: _____

ECO POWER SOLUTIONS CORPORATION

GENCON CAPITAL RESOURCES INC.

(Signature)
By: _____
Title: _____
Address: _____

(Signature)
By: *Gregory J. Scotty* Esq.
Title: *Secy/CEO*
Address: *Ottawa, ON CANADA*

E-LEGAL MANAGEMENT CORPORATION

(Signature)
By: *Daniel Fernandes*
Title: *President*
Address: *Ottawa, ON CANADA*

EXHIBIT A

DESCRIPTION OF PROPERTY

Item No.	China Liang Ref.	Jurisdiction	Type	Serial No.	Filing Date	Patent No.	Title	Status	Date Patent Issued	Maturity Date
1	n/a	USA	Utility App. (PCT)	094021608	4/22/1998	6,344,177	Heat Recovery and Pollution Abatement Devices	Issued	3/5/2002	2/5/2017
2	n/a	WIPO (PCT Application)	International App.	WO98/47804	10/29/1998	n/a	Heat Recovery and Pollution Abatement Devices	Published		
3	17528/002002	USA	Utility App. (PCT)	12,882,693	9/15/2010	8,084,652	Converting CO ₂ To An Alcohol	Issued	12/27/2011	12/27/2031
4	17528/002002	USA	Publication App.	2011-0067411-e1	3/24/2011	n/a	Converting CO ₂ To An Alcohol	Published		
5	17528/002ARU	Argentina	Utility App. (PCT)	20109103404	9/20/2010	n/a	Converting CO ₂ To Alternative Fuel	Pending		
6	17528/002CNI	China	Publication App.	20100805232.1	10/17/2012	n/a	Converting CO ₂ To Alternative Fuel	Published		
7	17528/002CNI	China	Publication App.	CN102741205 A	9/17/2010	n/a	Converting CO ₂ To An Alcohol	Pending		
8	17528/002EP1	European Patent Office	Utility App. (PCT)	EP10817907.8	9/18/2010	n/a	Converting CO ₂ To An Alcohol	Published		
9	17528/002EP1	European Patent Office	Utility App. (PCT)	EP2407196	10/10/2012	n/a	Converting CO ₂ To An Alcohol	Pending		
10	17528/002GCC1	European Patent Office	Utility App. (PCT)	n/a	9/17/2010	n/a	Converting CO ₂ To An Alcohol	Pending		
11	17528/002INI	Gulf Cooperation Council	Publication App.	2606/DEL/NP/2012	9/17/2010	n/a	Converting CO ₂ To Alternative Fuel	Pending		
12	17528/002KRU	India	Utility App. (PCT)	10-2012-7099940	3/12/2012	n/a	Converting CO ₂ To Alternative Fuel	Pending		
13	17528/002VEI	India	Utility App. (PCT)	001463-2010	9/17/2010	n/a	Converting CO ₂ To Alternative Fuel	Pending		
14	17528/002VEI	South Korea	Utility App. (PCT)	001463-2010	1/24/2012	n/a	Converting CO ₂ To An Alcohol	Published		
15	17528/002WO1	Venezuela	Utility App. (PCT)	001463-2010	9/17/2010	n/a	Converting CO ₂ To An Alcohol	Published		
16	17528/002WO1	Venezuela	Utility App. (PCT)	WO 2011/035149	7/21/2011	n/a	Converting CO ₂ To An Alcohol	Published		
17	17528/002905	WIPO (PCT Application)	Utility App. (PCT)	2012-0087856-A1	4/4/2012	n/a	Converting CO ₂ To An Alcohol	Published		
18	17528/002HK1	WIPO (PCT Application)	Publication App. Amendment App.	13104191.4	4/5/2013	n/a	Converting CO ₂ To An Alcohol	Pending		
		USA	Amendment App.				Converting CO ₂ To An Alcohol			
		Hong Kong	Publication App.				Converting CO ₂ To An Alcohol			
			Utility App.				Converting CO ₂ To An Alcohol			

Item No.	Osha Liang Ref.	Jurisdiction	Type	Serial No.	Filing Date	Patent No.	Title	Status	Date Patent Issued	Maturity Date
19	17528/007WO1	WIPO (PCT Application)	(PCT)	PCT/US2012/020134	1/4/2012	n/a	Converting CO ₂ To An Alcohol	Pending		
20	17528/007WO1	WIPO (PCT Application)	International App.	WO2012/094362	10/18/2012	n/a	Applying NO _x Control To A HRSQ For a Natural Gas Turbine Application	Published		
21	17528/007WO2	USA	Utility App. (PCT)	13/978,343	7/3/2013	n/a	Applying NO _x Control To A HRSQ For a Natural Gas Turbine Application	Pending		
22	17528/01002	USA	Utility App. (PCT)	13/627,473	3/14/2013	n/a	Multi-Pollution Abatement Device and Method	Pending		
23	17528/010WO1	WIPO (PCT Application)	International App.	PCT/2013/031666	4/25/2013	n/a	Multi-Pollution Abatement Device and Method	Pending		
24	17528/012001	Provisional	n/a	61/866,874	8/16/2013	n/a	CO ₂ Capture System And Method	Pending		
		USA	Paper		2013	n/a	Multi-pollutant Emission Control Demonstration for Lignite and PRE Coal	Published	n/a	n/a
		USA	Paper		2013	n/a	CO ₂ Capture and Conversion: CO ₂ Utilization as Primary Alcohol	Published	n/a	n/a
		USA	Paper		2012	n/a	Test Results of Multi-pollutant Emissions Reduction Systems	Published	n/a	n/a
		USA	Paper		2011	n/a	Multi-pollutant Control Technology for Biomass Plants	Published	n/a	n/a

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Item No.	Osba Liang Ref.	Jurisdiction	Type	Serial No.	Filing Date	Patent No.	Title	Status	Date Patent Issued	Maturity Date
		USA	Paper		2010	n/a	Application of Heat Recovery and Pollution Abatement Process	Published	n/a	n/a
		Scotland	Paper	GT2010-23814	2010	n/a	An Innovative Approach to Emission Reductions and Heat Recovery - COMPLY Units	Published	n/a	n/a
Item No.	Osba Liang Ref.	Jurisdiction	Type	Serial No.	Filing Date	Reg. No.	Mark.	Status	Reg. Date	
17528/004001		USA	Trademark	77909,066	1/11/2010	3,931,825	COMPLY 2000 (and design)	Registered		2/22/2011
17528/003001		USA	Trademark	77909,100	1/11/2010	3,910,099	ECO POWER SOLUTIONS ENERGY RECOVERY & EMISSIONS CONTROL SYSTEMS (and design)	Registered		1/25/2011
17528/006001		USA	Trademark	77909,085	1/11/2010	3,831,689	FLAME DESIGN	Registered		9/16/2010
17528/006001		USA	Trademark	85098,839	8/3/2010	4,040,552	LEADING THE WAY IN ENERGY SUSTAINABILITY & ENVIRONMENTAL CERTAINTY (and design)	Registered		1/25/2011

Additionally, to the extent legally permitted and available, currently active non-competition and non-disclosure agreements for all employees and contractors hired by or were on staff of Assignor as of October 2011.

Any other Intellectual Property or Intellectual Property Rights that were omitted from the list of Intellectual Property or Intellectual Property Rights that should have been assigned to Licensor by Eco USA will be deemed to be included on this Exhibit A.