

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3477354

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NICHOLAS EDWARD OSEPOWICZ	02/15/2013
MANISH KHANDELWAL	02/14/2013
SRIDHAR V. KANURI	02/18/2013
RECEIVING PARTY DATA	
Name:	DOOSAN FUEL CELL AMERICA, INC.
Street Address:	400 PERIMETER CENTER TERRACE
Internal Address:	SUITE 750
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30346
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14766995
CORRESPONDENCE DATA	
Fax Number:	(248)988-8363
<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:	248-988-8360
Email:	DOCKET@CGOLAW.COM
Correspondent Name:	DAVID J. GASKEY
Address Line 1:	400 W. MAPLE ROAD, SUITE 350
Address Line 2:	CARLSON, GASKEY & OLDS
Address Line 4:	BIRMINGHAM, MICHIGAN 48009
ATTORNEY DOCKET NUMBER:	67715-016 PUS1
NAME OF SUBMITTER:	DAVID J. GASKEY
SIGNATURE:	/David J. Gaskey/
DATE SIGNED:	08/11/2015
Total Attachments: 15	
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ASSIGNMENT

WHEREAS, We, **Nicholas Edward Osepowicz of 159 Depot St., Broad Brook, CT 06016; Manish Khandelwal of 1404 Sunfield Dr., South Windsor, CT 06074 and Sridhar V. Kanuri of 150 Lookout Hill Rd., Milford, CT 06461**, have invented certain improvements described in a patent application titled **FUEL CELL COMPONENT HAVING A FLAP EXTENDING FROM A POLYMER IMPREGNATED REGION**, identified as Attorney Docket No. 67124-241 PCT; PA-0024033-WO, the undersigned, being owner(s) of all right, title and interest in and to said application and in and to any invention described therein, free from all prior assignments, agreements, licenses, mortgages, or other encumbrances whatsoever, and having full right to convey the entire interest both legal and equitable herein assigned; and

WHEREAS, UTC POWER CORPORATION of 195 Governor's Highway, South Windsor, Connecticut, 06074, a Delaware corporation (assignee) is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;


NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the undersigned does (do) hereby sell, assign, transfer and set over unto said assignee, its successors and assigns, the entire right, title and interest in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize(s) and request(s) the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

The undersigned further agree(s), without any further payment or compensation by said assignee or its successors and assigns, to communicate to said assignee, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid said assignee, its successors or assigns and nominees to obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

The undersigned hereby authorize(s) the assignee to insert the application number and filing date of the above-noted international patent application into the following spaces, when known:

Int'l. Application No. PCT/US2013/026674 Int'l. Filing Date: 19 February 2013

IN TESTIMONY WHEREOF, the undersigned has (have) signed on the date(s) indicated below.



Nicholas Edward Osepowicz

2/15/13

Date

Manish Khandelwal

Date

Sridhar V. Kanuri

Date

Please address all correspondence and telephone calls and, upon recordation, please return this document to:

**David J. Gaskey
CARLSON, GASKEY & OLDS
400 W. Maple Rd., Ste. 350
Birmingham, MI 48009
(248) 988-8360**

IN TESTIMONY WHEREOF, the undersigned has (have) signed on the date(s) indicated below.

Nicholas Edward Osepowicz

Date

Manish Khandelwal

Manish Khandelwal

Feb 14, 2013

Date

K.V. Sridhar

Sridhar V. Kanuri

2/18/13

Date

Please address all correspondence and telephone calls and, upon recordation, please return this document to:

**David J. Gaskey
CARLSON, GASKEY & OLDS
400 W. Maple Rd., Ste. 350
Birmingham, MI 48009
(248) 988-8360**

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "UTC POWER CORPORATION", CHANGING ITS NAME FROM "UTC POWER CORPORATION" TO "CLEAREEDGE POWER CORPORATION", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF FEBRUARY, A.D. 2013, AT 2:32 O'CLOCK P.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2888666 8100

130223127

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0240826

DATE: 02-26-13

PATENT
REEL: 036294 FRAME: 0936

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of UTC Power Corporation resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholder of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED: that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follows:

FIRST: The name of the Corporation is:

ClearEdge Power Corporation

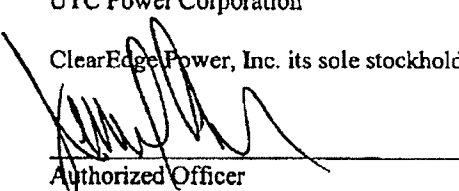
SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the corporation has caused this certificate to be signed this 22nd day of February, 2013

UTC Power Corporation

ClearEdge Power, Inc. its sole stockholder


Authorized Officer

Name: Jennifer Adamy

Title: Vice President and Assistant Secretary

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "CLEAREEDGE POWER CORPORATION" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "CLEAREEDGE POWER CORPORATION" TO "CLEAREEDGE POWER, LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF JANUARY, A.D. 2014, AT 12:30 O'CLOCK P.M.

2888666 8100V

140073531

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1096805

DATE: 01-29-14

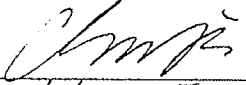
PATENT
REEL: 036294 FRAME: 0938

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT

Pursuant to Section 266 of the Delaware General Corporation Law and Section 18-214 of the Delaware Limited Liability Company Act, the undersigned does hereby certify on this 21st day of January, 2014, as follows:

- 1.) The jurisdiction where the Corporation first formed is the **State of Delaware**.
- 2.) The jurisdiction immediately prior to filing this Certificate is the **State of Delaware**.
- 3.) The date the corporation first formed is December 21, 2006.
- 4.) The name of the Corporation immediately prior to filing this Certificate is **ClearEdge Power Corporation**.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is **ClearEdge Power, LLC**.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion as of the date first written above.

By: 
Name: Gloria FAN
Title: Authorized Signatory

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:21 PM 01/23/2014
FILED 12:30 PM 01/22/2014
SRV 140073531 - 2888666 FILE

STATE OF DELAWARE

WAIVER OF REQUIREMENT
FOR AFFIDAVIT OF EXTRAORDINARY CONDITION

It appears to the Secretary of State that an earlier effort to deliver this instrument and tender such taxes and fees was made in good faith on the file date stamped hereto. The Secretary of State has determined that an extraordinary condition (as reflected in the records of the Secretary of State) existed at such date and time and that such earlier effort was unsuccessful as a result of the existence of such extraordinary condition, and that such actual delivery and tender were made within a reasonable period (not to exceed two business days) after the cessation of such extraordinary condition and establishes such date and time as the filing date of such instrument.

Jeffrey W. Bullock
Jeffrey W. Bullock
Secretary of State

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY AGREEMENT, dated as of July 18, 2014 (this "Agreement"), is by and among ClearEdge Power, Inc., an Oregon corporation ("CEP"), ClearEdge Power, LLC, a Delaware limited liability company ("CEP LLC"), ClearEdge Power International Service, LLC, a Delaware limited liability company ("CEPIS"), and collectively with CEP and CEP LLC, in their capacities as debtors and debtors in possession, the "Assignors") and Doosan Fuel Cell America, Inc., a Delaware corporation (the "Assignee") and wholly owned subsidiary of Doosan Corporation, a company organized under the laws of the Republic of Korea ("Doosan").

WHEREAS, the Assignors and Doosan (on behalf of itself and/or its Purchaser Designee(s), including Assignee) have entered into an Asset Purchase Agreement, dated as of June 26, 2014 (as subsequently amended, the "Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Purchase Agreement);

WHEREAS, pursuant and subject to the Purchase Agreement, the Assignors have agreed to assign, transfer, convey and deliver when due, any and all of the Purchased Assets which are intangible property to Doosan and/or its Purchaser Designee(s), including Assignee; and

WHEREAS, the execution and delivery of this Agreement by the Assignors and the Assignee is a condition to the obligations of the Parties to consummate the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Purchase Agreement and hereinafter set forth, the Assignors and Assignee hereby agree as follows:

1. Assignment of Purchased Assets which are Intangible Property.

The Assignors hereby assign, transfer, convey and deliver all of the Assignors' right, title and interest in and to the Purchased Assets which are intangible property (including, without limitation, all Intellectual Property set forth on Annex A hereto and all other Intellectual Property which constitutes a Purchased Asset) to the Assignee pursuant and subject to the Purchase Agreement and the Sale Order.

2. Assignment of this Agreement.

Neither the Assignors nor the Assignee may assign or otherwise transfer their respective rights and/or obligations hereunder (or agree to do so) without the prior written consent of the other Parties; provided, that the Assignee may, without the consent of the Assignors, assign or transfer any or all of its right and/or obligations hereunder to one or more of its Affiliates (it being understood that the Assignee nonetheless shall remain liable for the performance of all of the Assignee's obligations hereunder to the extent not performed by the assignee or any Purchaser Designee). Any assignment or other transfer not permitted under this section shall be null and void ab initio.

3. Further Assurances.

Subject to the other provisions of this Agreement, each of the Parties hereto agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be reasonably requested by any other Party in order to carry out the intent and purpose of this Agreement at the expense of the requesting Party, provided that this section shall not require any Party to take any action that is commercially unreasonable or that would result in any Liability of such Party or any of its Affiliates.

4. No Third Party Beneficiaries.

Nothing in this Agreement is intended to, or shall, confer any third party beneficiary or other rights or remedies upon any Person other than the Parties hereto.

5. Amendment.

This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, the Assignors and the Assignee, or (b) by a waiver pursuant to Section 6 below. If requested at any time by Assignee, Assignor shall enter into a supplement to this Agreement expressly listing all or any requested portion of the Purchased Assets which are intangible property on an annex thereto.

6. Waiver.

Either the Assignors, on the one hand, or the Assignee, on the other, may (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant hereto, or (c) waive compliance with any of the agreements of the other Party or conditions to such Party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

7. Severability.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction, and if any provision of this Agreement is determined to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable, provided in all cases that neither the economic nor legal substance of this Agreement is affected by the operation of this sentence in any manner materially adverse to any Party. Upon any such determination that any provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the Parties.

8. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

9. Governing Law; Waiver of Right to Trial by Jury.

This Agreement shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Delaware, without giving effect to any principles of conflicts of law. Without limiting any Party's right to appeal any order of the Bankruptcy Court, the Parties agree that if any dispute arises out of or in connection with this agreement or any of the documents executed hereunder or in connection herewith, the Bankruptcy Court shall have exclusive personal and subject matter jurisdiction and shall be the exclusive venue to resolve any and all such disputes. Such court shall have sole jurisdiction over such matters and the Parties affected thereby and Assignee and the Assignors each hereby consent and submit to such jurisdiction; provided, however, that if the bankruptcy proceedings have closed and cannot be reopened, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Northern District of California and any appellate court thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. In the event any such action, suit or proceeding is commenced, the Parties hereby agree and consent that service of process may be made, and personal jurisdiction over any Party hereto in any such action, suit or proceeding may be obtained, by service of a copy of the summons, complaint and other pleadings required to commence such action, suit or proceeding upon the Party at the address of such Party set forth in Section 9.3 of the Purchase Agreement, unless another address has been designated by such Party in a notice given to the other Parties in accordance with the provisions of Section 9.3 thereto. ASSIGNORS AND ASSIGNEES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

10. Subject to Purchase Agreement.

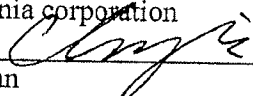
This Agreement is intended to effect certain of the transaction contemplated by the Purchase Agreement and is not intended to expand or limit any of the obligations, covenants or agreement therein which shall remain in full force and effect. If there is any inconsistency between then provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

[Remainder of this page left blank]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first above written.

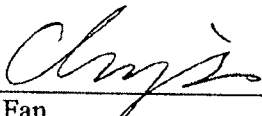
ASSIGNORS:

CLEAREDGE POWER, INC.,
a California corporation



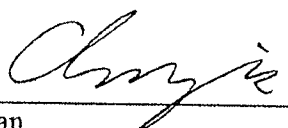
Gloria Fan
Chief Financial Officer

CLEAREDGE POWER, LLC,
a Delaware limited liability company



Gloria Fan
Chief Financial Officer

**CLEAREDGE POWER
INTERNATIONAL
SERVICE, LLC,**
a Delaware limited liability company
By: ClearEdge Power, LLC,
its sole member and manager



Gloria Fan
Chief Financial Officer

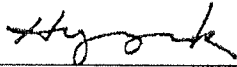
[Signature Page to Assignment of Intangible Property]

W/2306455

PATENT
REEL: 036294 FRAME: 0945

ASSIGNEE:

DOOSAN FUEL CELL AMERICA, INC.,
a Delaware corporation



[Signature Page to Assignment of Intangible Property]

TITLE	COUNTRY	DATE FILED	PUBLICATION DATE	FORMATTED SERIAL NUMBER	PUBLICATION NUMBER
Use of TEFLON AF in PAFC Electrodes	WO	Feb 1, 2013		PCT/US2013/024280	
Molded Integral Separator Plate With Integral Acid Barriers	WO	Dec 19, 2011		PCT/US2011/065762	
Porous Media Fuel Cell Component	WO	May 12, 2011		PCT/US11/36201	
ELECTROLYTE GENERATION WITHIN A FUEL CELL	WO	Jan 26, 2012		PCT/US12/22622	
CORE-SHELL CATALYST FOR NATURAL GAS REFORMING	WO	May 10, 2011	Nov 15, 2012	PCT/US11/35862	WO 2012/154172
Molded Coolant Plate Assembly With Integral Reactant Flow Fields	WO	Oct 25, 2011		PCT/US2011/001806	WO 2013/062503
PC50 Manifold Seal Compression And Retention Fixture	WO	Nov 28, 2011			
Molded Coolant Plate Assembly With Integral Reactant Flow Fields And Thermal Dam	WO	Oct 25, 2011		PCT/US11/57587	
Fuel Cell Having Multiple Duplicate Anode Substrate Layers	WO	Apr 2, 2013			
FUEL CELL COMPONENT HAVING A FLAP EXTENDING FROM A POLYMER IMPREGNATED REGION	WO	Feb 19, 2013		PCT/US13/26674	
PHOSPHORIC ACID FUEL CELL COMPONENT HAVING A POLYMER IMPREGNATED REGION	WO	Feb 19, 2013		PCT/US13/26675	
GAS GENERATING SYSTEM AND METHOD	IN	Apr 15, 1998		971/Del/98	
FUEL CELL COOLERS WITH INVERSE FLOW AND CONDENSATION ZONE	IN	Dec 15, 2005		3867/DELNP/2007	
FUEL CELL WITH ELECTROLYTE CONDENSATION ZONE	IN	Dec 22, 2004		3397/DELNP/2007	
FUEL CELL ASSEMBLY HAVING LONG LIFE CHARACTERISTICS	EP	Dec 29, 2004	Oct 3, 2007	04815619.4	1839361
FUEL CELL ASSEMBLY HAVING LONG LIFE CHARACTERISTICS	IN	Dec 29, 2004		3515/DELNP/2007	
STARTUP AND SHUTDOWN PROCEDURES FOR OPERATING A FUEL CELL ASSEMBLY	DE	Dec 29, 2004	Sep 19, 2007	04815640.0	1834223
STARTUP AND SHUTDOWN PROCEDURES FOR OPERATING A FUEL CELL ASSEMBLY	IN	Dec 29, 2004		3512/DELNP/2007	
STARTUP AND SHUTDOWN PROCEDURES FOR OPERATING A FUEL CELL ASSEMBLY	JP	Dec 29, 2004		2007-549332	
System and Method for Operating a High Temperature Fuel Cell as a Back-Up Power Supply...	JP	November 17, 2008	(1/27/2011)	P2011-503827A	
System and Method for Operating a High Temperature Fuel Cell as a Back-Up Power Supply...	KR	November 17, 2008			
Control for Reformer, Fuel Cell and Battery Management System in a Stationary Power Plant	EP	June 16, 2009	(1/6/2010)	2141762	
Control for Reformer, Fuel Cell and Battery Management System in a Stationary Power Plant	JP	June 11, 2009	2010-287426 (12/24/2010)	2010-287426	
Fuel Cell Membranes, Gels and Methods of Fabrication	DE	May 20, 2008	(12/24/2008)	10 2008 024 344.2	
Reducing Loss of Liquid Electrolyte From A High Temperature Polymer-Electrolyte Membrane Fuel Cell	PCT	June 29, 2010	(11/8/2012)	11 2010 002 798.6	
Reducing Loss of Liquid Electrolyte From A High Temperature Polymer-Electrolyte Membrane Fuel Cell	WO	June 29, 2010			
Decreasing Electrolyte Loss in PEM Fuel Cell	WO	December 14, 2011			
Decreasing Electrolyte Loss in PEM Fuel Cell	JP	December 28, 2011	(7/26/2012)	2012-142284	