

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4141486

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	QUANTUM FUEL SYSTEMS TECHNOLOGIES WORLDWIDE, INC.	07/13/2016
RECEIVING PARTY DATA		
Name:	DOUGLAS ACQUISITIONS LLC	
Street Address:	125 EAST SIR FRANCIS DRAKE BOULEVARD	
Internal Address:	SUITE 400	
City:	LARKSPUR	
State/Country:	CALIFORNIA	
Postal Code:	94939	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14514070
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	patents@bakerlaw.com	
Correspondent Name:	MARK H. KRIETZMAN	
Address Line 1:	1050 CONNECTICUT AVE, N.W., SUITE 1100	
Address Line 2:	BAKER & HOSTETLER LLP	
Address Line 4:	WASHINGTON, CALIFORNIA 20036-5304	
ATTORNEY DOCKET NUMBER:	044174.020932	
NAME OF SUBMITTER:	KAJSA M. BOHMAN	
SIGNATURE:	/Kajsa M. Bohman/	
DATE SIGNED:	11/14/2016	
Total Attachments: 10		
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**ASSIGNMENT AND ASSUMPTION AGREEMENT
(PATENTS)**

This Assignment and Assumption Agreement (this “**Assignment**”) is made as of July 13, 2016, by and between Quantum Fuel Systems Technologies Worldwide, Inc. a Delaware corporation (“**Seller**”), and Douglas Acquisitions LLC, a California limited liability company (“**Buyer**”), in connection with the closing of the transactions contemplated by that certain Asset Purchase Agreement dated as of April 8, 2016, as amended, between Buyer, Seller, The K&M Douglas Trust, and the Douglas Irrevocable Descendant’s Trust (the “**Agreement**” with capitalized terms used but not defined herein having the meanings given to them in the Agreement).

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Buyer and Seller hereby agree as follows:

1. Upon the terms and subject to the conditions of the Agreement, Seller hereby assigns, transfers and conveys to Buyer all of Seller’s right, title, and interest throughout the world in and to all of Seller’s patents and patent applications (including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, *inter partes* review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application), including without limitation the patents and patent applications listed in Schedule A attached hereto, the underlying inventions, discoveries, works, designs, or processes described, shown or claimed therein, implicitly or explicitly, and any and all letters patent, whether U.S. or foreign, that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, counterparts, substitutes, reissues and renewals thereof, or other equivalents thereof (collectively, the “**Assigned Assets**”), and further, all rights and privileges pertaining to the Assigned Assets including without limitation the right, if any, to sue, bring other actions, and recover damages for past, present and future infringement thereof.

2. Seller further assigns to and empowers Buyer, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and said Assigned Assets, as well as to claim and receive the benefit of the right of priority provided by the Paris Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

3. Seller further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Buyer or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the Paris Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflict of laws principles thereof.

EXECUTION VERSION

5. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

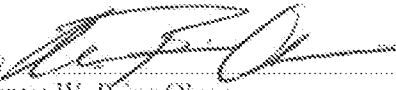
6. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Agreement or the survival thereof. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission or scanned copy and e-mail shall constitute effective execution and delivery of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement (Patents) on the date first written above.

QUANTUM FUEL SYSTEMS TECHNOLOGIES
WORLDWIDE, INC.

By 
Name: W. Brian Olson
Title: Chief Executive Officer

DOUGLAS ACQUISITIONS LLC

By _____
Name: Tim McGaw
Title: President

[Signature Page to Assignment and Assumption Agreement (Patents)]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement (Patents) on the date first written above.

**QUANTUM FUEL SYSTEMS TECHNOLOGIES
WORLDWIDE, INC.**

By _____
Name: W. Brian Olson
Title: Chief Executive Officer

DOUGLAS ACQUISITIONS LLC

By _____
Name: Tim McGaw
Title: President

[Signature Page to Assignment and Assumption Agreement (Patents)]

Schedule A

Patents

(See Attached)

QUANTUM TECHNOLOGIES - PATENT PORTFOLIO AS OF JULY 12, 2016						
Title	Filed	Granted	Country Description	Status Description	Application No.	Patent No.
SYSTEM AND METHOD FOR STORING HYDROGEN	12/14/2000	10/21/2003	United States	Granted	09/738,276	6,634,321
ADVANCED ALUMINUM ALLOYS FOR HYDROGEN STORAGE	2/12/2002	4/27/2004	United States	Granted	10/076,026	6,726,892
GASEOUS FUEL INJECTOR	9/17/1999	12/19/2000	United States	Granted	09/397,726	6,161,783
GASEOUS FUEL INJECTION	10/20/2000		China	Granted	00130695.2	1306952
GASEOUS FUEL INJECTOR	9/27/2000	7/27/2005	European Patent Convention	Granted	00308464.7	1193387
GASEOUS FUEL INJECTOR	9/27/2000		Hong Kong	Granted	2107248.3	HK1047155
GASEOUS FUEL INJECTOR	9/27/2000	7/27/2005	Belgium	Granted	003084647	1193387
GASEOUS FUEL INJECTOR	9/27/2000	7/27/2005	Germany	Granted	003084647	60021578.4
GASEOUS FUEL INJECTOR	9/27/2000	7/27/2005	Spain	Granted	003084647	1193387
GASEOUS FUEL INJECTOR	9/27/2000	7/27/2005	France	Granted	003084647	1193387
GASEOUS FUEL INJECTOR	9/27/2000	7/27/2005	Great Britain	Granted	003084647	1193387
GASEOUS FUEL INJECTOR	9/27/2000	7/27/2005	Italy	Granted	003084647	1193387
GASEOUS FUEL INJECTOR	9/27/2000	7/27/2005	Netherlands	Granted	003084647	1193387
DUAL FUEL INJECTOR	9/11/1997	3/30/1999	United States	Granted	08/927,190	5,887,799
CONTROL MODULE FOR NATURAL GAS FUEL SUPPLY FOR A VEHICLE	8/15/1998	3/28/2000	United States	Granted	09/134,777	6,041,762
SELF-BALANCING POPPET	6/10/2004	5/29/2007	United States	Granted	10/865,961	7,222,836
TANK SEAL	9/23/2005	11/23/2010	United States	Granted	11/234,556	7,837,054
TANK SEAL	9/23/2005		China	Granted	20058003143.2.8	699255

QUANTUM TECHNOLOGIES - PATENT PORTFOLIO AS OF JULY 12, 2016						
Title	Filed	Granted	Country Description	Status Description	Application No.	Patent No.
BROAD TURNDOWN RATIO TRACTION DRIVE (USA)	2/25/2010	7/31/2012	United States	Granted	12/712,877	8,232,750
INTEGRITY PROTECTION FOR PRESSURIZED BI-DIRECTIONAL SYSTEMS	11/13/2009	12/4/2012	United States	Granted	12/618,651	8,322,357
INTEGRITY PROTECTION FOR PRESSURIZED BI-DIRECTIONAL SYSTEMS	9/19/2012		EP	Pending	10830798.4	
LEAK MITIGATION FOR PRESSURIZED BI-DIRECTIONAL SYSTEMS (USA)	11/13/2009	7/10/2012	United States	Granted	12/618,606	8,215,331
LEAK MITIGATION FOR PRESSURIZED BI-DIRECTIONAL SYSTEMS (USA) (continuation of 8,215,331)	4/11/2012	11/12/2013	United States	Granted	13/444,397	8,578,958
TRANSPORTABLE HYDROGEN REFUELING STATION (CANADA)	1/21/2004	02/14/2012	CA	Granted	2,513,745	2,513,745
TRANSPORTABLE HYDROGEN REFUELING STATION (JAPAN)	1/21/2004	01/05/2011	JP	Granted	2006-502920	4607093
SAFETY WARNING & SHUTDOWN DEVICE AND METHOD FOR HYDROGEN STORAGE CONTAINERS (USA)	12/21/2006	1/11/2011	United States	Granted	11/614,936	7,868,775
SAFETY WARNING AND SHUTDOWN DEVICE AND METHOD FOR HYDROGEN STORAGE CONTAINERS (CHINA)	12/21/2006	02/11/2009	CN	Granted	2006-80048255.9	Z1200680048255.9 101365825
SAFETY WARNING AND SHUTDOWN DEVICE AND METHOD FOR HYDROGEN STORAGE CONTAINERS (EUROPE)	12/21/2006		EP	Pending	06848046.6	
SAFETY WARNING AND SHUTDOWN DEVICE AND METHOD FOR HYDROGEN STORAGE CONTAINERS (INDIA)	12/21/2006		IN	Pending	2344/KOLNP/2008	
HIGH PRESSURE STORAGE DEVICE AND METHOD (USA)	5/19/2009	8/27/2013	United States	Granted	12/468,736	8,517,206

PATENT

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QUANTUM TECHNOLOGIES - PATENT PORTFOLIO AS OF JULY 12, 2016						
Title	Filed	Granted	Country Description	Status Description	Application No.	Patent No.
HIGH PRESSURE STORAGE DEVICE AND METHOD (EU)	3/28/2012		EP	Pending	10778155.1	
ORBITAL DEVICE WITH STOWABLE MOUNT (PCT)	2/3/2011	11/19/2013	United States	Granted	12/931,600	8,584,573
Breather Layer for Exhausting Permeate From Pressure Vessels	9/10/2013	12/8/2015	United States	Granted	13/979,531	9,205,373
Breather Layer for Exhausting Permeate From Pressure Vessels	11/18/2015		United States	Pending	14/941,367	
FISHTAIL PACKAGING AND COOLING (USA)	10/31/2012		United States	Published	13/664,774	
COMBINATION CHARGER AND MOTIVE POWER DEVICE (USA)	10/31/2012	9/16/2014	United States	Granted	13/665,070	8,836,289
COMBINATION CHARGER AND MOTIVE POWER DEVICE (USA) (continuation of 8,836,289)	5/23/2014	02/23/2016	United States	Granted	14/285,639	9,270,217
Combination Charger and Motive Power Device	12/28/2011		China	Pending	201180076282	
Combination Charger and Motive Power Device (continuation)	12/28/2011		China	Pending		
Concentric Shells for compressed gas storage	12/14/2012	01/12/2016	United States	Granted	13/714,700	9,234,625
Concentric Shells for compressed gas storage (continuation)	12/4/2015		United States	Pending	14/960,224	
Adapterless closure assembly...	6/25/2013	11/11/2014	United States	Granted	13/926,219	8,881,932
Non-slip fuel tank bracket	10/4/2013		United States	Pending	14/046,601	
Enhanced Compliance Verification System	9/4/2015		United States	Published	14/845,869	

QUANTUM TECHNOLOGIES - PATENT PORTFOLIO AS OF JULY 12, 2016						
Title	Filed	Granted	Country Description	Status Description	Application No.	Patent No.
Enhanced Compliance Verification System	5/21/2015		PCT	Pending	PCT/US2015/032065 (WO2015/179705)	
Tanks Forming Rack Superstructure	5/15/2014		United States	Expired	61/994,008	
Tanks Forming Rack Superstructure	11/11/2015		United States	Pending	14/938,795	
Tanks Forming Rack Superstructure	05/14/2015		PCT	Pending	PCT/US2015/030906 (WO2015/175844)	
Cooperating Tank Rack Superstructure	05/14/2015		PCT	Pending	PCT/US2015/030904 (WO2015/175842)	
Aerodynamic and Adjustable Efficient Back of Cab Fuel Tank Housing	06/11/2015		PCT	Pending	PCT/US2015/035421 (WO2015/191918)	
Composite Pressure Tank Boss Mounting with Pressure Relief	7/28/2014		United States	Pending	14/444,958	
Composite Pressure Tank Boss Mounting with Pressure Relief	7/21/15		PCT	Published	PCT/US2015/041410 (WO2016/018679)	
Composite Pressure Tank Identification and Tracking	10/24/2014		United States	Allowed	14/523,128	
Composite Pressure Tank Identification and Tracking	10/13/2015		PCT	Pending	PCT/US2015/055395 (WO2016/064626)	

QUANTUM TECHNOLOGIES - PATENT PORTFOLIO AS OF JULY 12, 2016						
Title	Filed	Granted	Country Description	Status Description	Application No.	Patent No.
Damage Indicator for a Composite Pressure Tank	8/5/2014		US	Pending	14/452,434	
Damage Indicator for a Composite Pressure Tank	7/6/2015		PCT	Pending.	PCT/US2015/039257 (WO2016/007437)	
Cooling Systems and Associated Methods	5/13/2016		United States	Pending	15/154,305	
Cooling Systems and Associated Methods	5/14/2015		United States	Provisional	62/161,830	
Composite Pressure Vessel Having Internal Load Support	11/24/2015		US	Provisional	62/259,940	
Composite Vessel Fire Protection System	11/24/2015		US	Provisional	62/258,978	
Seam Seal and Removable Seal System	9/23/2005	4/27/2012	Japan	Granted	2007-533647	4979582

PATENT

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