

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FRONTIER WIND, LLC	12/29/2016
RECEIVING PARTY DATA	
Name:	GE INFRASTRUCTURE TECHNOLOGY, LLC
Street Address:	300 GARLINGTON ROAD
City:	GREENVILLE
State/Country:	SOUTH CAROLINA
Postal Code:	29615
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	13834252
Application Number:	13837220
Application Number:	14681737
Application Number:	14681703
Application Number:	13831951
Application Number:	14484873
Application Number:	14484878
Application Number:	12122584
Application Number:	12464447
CORRESPONDENCE DATA	
Fax Number:	(864)233-7342
<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>	
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ATTORNEY DOCKET NUMBER:	GECW-MISC
NAME OF SUBMITTER:	STEPHEN E. BONDURA

SIGNATURE:	/stephen e. bondura 35,070/
DATE SIGNED:	02/15/2017
Total Attachments: 29 source=Frontier_IPP_Agreement_Execution_Copy#page1.tif source=Frontier_IPP_Agreement_Execution_Copy#page2.tif source=Frontier_IPP_Agreement_Execution_Copy#page3.tif source=Frontier_IPP_Agreement_Execution_Copy#page4.tif source=Frontier_IPP_Agreement_Execution_Copy#page5.tif source=Frontier_IPP_Agreement_Execution_Copy#page6.tif source=Frontier_IPP_Agreement_Execution_Copy#page7.tif source=Frontier_IPP_Agreement_Execution_Copy#page8.tif source=Frontier_IPP_Agreement_Execution_Copy#page9.tif source=Frontier_IPP_Agreement_Execution_Copy#page10.tif source=Frontier_IPP_Agreement_Execution_Copy#page11.tif source=Frontier_IPP_Agreement_Execution_Copy#page12.tif source=Frontier_IPP_Agreement_Execution_Copy#page13.tif source=Frontier_IPP_Agreement_Execution_Copy#page14.tif source=Frontier_IPP_Agreement_Execution_Copy#page15.tif source=Frontier_IPP_Agreement_Execution_Copy#page16.tif source=Frontier_IPP_Agreement_Execution_Copy#page17.tif source=Frontier_IPP_Agreement_Execution_Copy#page18.tif source=Frontier_IPP_Agreement_Execution_Copy#page19.tif source=Frontier_IPP_Agreement_Execution_Copy#page20.tif source=Frontier_IPP_Agreement_Execution_Copy#page21.tif source=Frontier_IPP_Agreement_Execution_Copy#page22.tif source=Frontier_IPP_Agreement_Execution_Copy#page23.tif source=Frontier_IPP_Agreement_Execution_Copy#page24.tif source=Frontier_IPP_Agreement_Execution_Copy#page25.tif source=Frontier_IPP_Agreement_Execution_Copy#page26.tif source=Frontier_IPP_Agreement_Execution_Copy#page27.tif source=Frontier_IPP_Agreement_Execution_Copy#page28.tif source=Frontier_IPP_Agreement_Execution_Copy#page29.tif	

INTELLECTUAL PROPERTY PURCHASE AGREEMENT

BETWEEN

FRONTIER WIND, LLC

AND

GE INFRASTRUCTURE TECHNOLOGY, LLC

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Exhibits

Exhibit A – Patent Assignment

This Intellectual Property Purchase Agreement dated as of December 29, 2016 (the "Agreement"), by and among Frontier Wind, LLC, a Delaware limited liability company ("Seller"), and GE Infrastructure Technology, LLC, a Delaware limited liability company ("Purchaser") (each a "Party" and together, the "Parties").

WITNESSETH:

WHEREAS Seller and Purchaser entered into a Letter of Intent dated November 4, 2016 to set forth the principal terms of a proposed sale of certain intellectual property assets and to agree to negotiate in good faith towards a final binding contract embodied by this Agreement;

WHEREAS Seller owns and has the right to Assign its ownership interest in the IP Assets;

WHEREAS Seller desires to Assign its ownership interest in the IP Assets and Purchaser desires to acquire such ownership interest in the IP Assets, in each case upon the terms and subject to the conditions of this Agreement;

and

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and subject to the conditions set forth herein, the Parties agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definitions. The following terms shall have the following meanings and, unless stated otherwise, all references to "Exhibit", "Section" or "Schedule" herein shall be to such Exhibit, Section or such Schedule to this Agreement:

"Action" shall mean any litigation, claim, proceeding, demand, action, suit, charge, binding arbitration or other legal, administrative or judicial proceeding by or before any Governmental Entity, including infringement, indemnification and declaratory judgment actions.

"Affiliate" shall mean any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with a Party. As used herein, control means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of

a corporation or other entity, or if such level of ownership or control is prohibited in any country, any entity owned or controlled by or owning or controlling at the maximum control or ownership right permitted in the country where such entity exists.

“Agreement” shall have the meaning set forth in the Preamble.

“Assign” or “Assignment” of any asset, shall mean the sale, assignment, conveyance, delivery and transfer of such asset.

“Assigned Inventions” shall mean the inventions, invention disclosures and patentable inventions owned by Seller primarily related to the VariLoad Technology.

“Assigned Patents” shall mean the patents and patent applications owned by Seller primarily related to the VariLoad Technology, including those listed on Schedule 1 and any continuation, divisional, continuation-in-part, or foreign counterpart that claims priority to those patents and patent applications listed on Schedule 1.

“Assigned Trade Secrets” shall mean the Trade Secrets owned by Seller primarily related to the VariLoad Technology. The Assigned Trade Secrets exclude any Trade Secrets for which Seller owes an obligation of confidentiality to a third party.

“Confidential Information” means confidential or proprietary business, scientific, technical and financial information communicated by the disclosing party to the recipient party in furtherance of this Agreement, including information contained in patent applications, but does not include information that (a) was in the public domain at the time of disclosure, (b) later became part of the public domain through no act or omission of the recipient party, its employees agents, successors, or assigns, (c) was lawfully disclosed to the recipient party by an independent third party having the right to disclose it, (d) was already known by the recipient party at the time of disclosure and recipient can so demonstrate by competent written proof, or (e) was developed by or for the receiving party independently of the disclosure, as documented at the time of development.

“Closing Date or Closing” shall mean a mutually agreed upon date in the future whereby a closing of the Parties’ mutual obligations are simultaneously achieved as set forth more fully in Article 3.

“Due Date” shall mean the latest date on which a payment can be made or an action taken without incurring a penalty, surcharge or other additional payment.

“Existing Contract” shall mean any Contract to which Seller or any of its Subsidiaries is a party as of the Closing Date that imposes any Encumbrance on the IP Assets, all of which Contracts are listed on Section 5.02(d) of the Seller IP Disclosure Letter.

“Frontier Wind” shall mean Frontier Wind, LLC.

“GE” shall mean GE Infrastructure Technology, LLC.

“Government Contract” shall mean any prime contract, subcontract, purchase order, task order, delivery order, teaming agreement, joint venture agreement, strategic alliance agreement, basic ordering agreement, pricing agreement, letter contract or other similar arrangement of any kind that are currently active in performance or that have been active in performance at any time in the seven-year period prior to the Closing Date with (i) any Governmental Entity; (ii) any prime contractor of a Governmental Entity in its capacity as a prime contractor; or (iii) any subcontractor at any tier with respect to any Contract of a type described in clauses (i) or (ii) above. A task, purchase or delivery order under a Government Contract shall not constitute a separate Government Contract, for purposes of this definition, but shall be part of the Government Contract to which it relates.

“IP Assets” shall mean the VariLoad Technology, Patent Assets, Trade Secret Assets and the Invention Assets.

“Invention Assets” shall mean the Assigned Inventions.

“Intellectual Property” shall mean all software, modeling software, hardware, drawings, prototypes, test data, simulation models, simulation analyses of various configurations, approaches, design basis, design choices, design tools, design records and analyses, patents, patent applications (filed, unfiled or being prepared), records of invention, invention disclosures, trade names, copyrights (registered or unregistered), copyright applications (filed, unfiled or being prepared), service marks (registered or unregistered), service mark applications (filed, unfiled or being prepared), database rights (registered or unregistered), all together with the goodwill associated with such marks or names, Trade Secrets, whether or not recorded in tangible form through drawings, software, reports, manuals or other tangible expressions, whether or not subject to statutory registration, whether foreign or domestic, and all rights to any of the foregoing.

“Knowledge” shall mean the actual knowledge, after reasonable investigation, of the individuals set forth in Section 1.01(a) of the Seller IP Disclosure Letter.

“Parties” and “Party” shall have the meaning set forth in the Preamble.

“Patent Assets” shall mean the Assigned Patents, the full and complete Patent Family and all Related Rights.

“Patent Assignment” shall mean a document having the form and substance of Exhibit A.

“Patent Family” shall mean, as to the subject matter for which an Assigned Patent is filed or granted anywhere in the world, the Patent and all parent and child patents and patent applications of the Patent, and all foreign counterparts of any of the foregoing including all reissues, divisionals, continuations, continuations-in-part, oppositions, reexaminations, reexamination certificates, supplemental examinations, *inter partes* reviews, post-grant oppositions and extensions of any of the foregoing, any other

patents or patent applications claiming priority based on any of the foregoing, anywhere in the world, and all rights therein provided by multinational treaties or conventions.

“Patent Related Documentation” shall mean, as applicable, any of the following which are in the possession of Seller or any of its Subsidiaries or under the control of Seller or any of its Subsidiaries (including in the possession of any current or past counsel of Seller or any of its Subsidiaries): (i) the patent prosecution (including reexamination, reissue, supplemental examination, *inter partes* review or post-grant opposition) files and dockets (in physical or electronic media) relating to the Assigned Patents (including all original granted patents and patent prosecution files held by prosecuting attorneys); (ii) all files and documents relating to inventorship, including inventorship identification and dates of conception, diligence and reduction to practice relating to the Assigned Patents; (iii) litigation files relating to the Assigned Patents; (iv) copies of the Contracts set forth on Section 5.02(d) of the Seller IP Disclosure Letter; (v) any statements, assurances, declarations, agreements, or undertakings made to standards-setting organizations relating to the Assigned Patents; (vi) ribbon copies of all of the Assigned Patents, (vii) infringement claim charts for the Assigned Patents prepared by or for Seller or any of its Subsidiaries; (viii) all books, records, files, ledgers or similar documents stored in Seller’s or any of its Subsidiaries’ document management systems used to track, organize or maintain the Assigned Patents; (ix) copies of acquisition agreements relating to stand-alone acquisitions of patents and patent applications by Seller or any of its Subsidiaries to the extent relating to the Assigned Patents; and (x) assignment agreements to the extent relating to the Assigned Patents.

“Permitted Encumbrances” shall mean any (i) Encumbrances specifically identified in Section 5.02(d) of the Seller IP Disclosure Letter and (ii) obligation imposed by any SIG specifically identified in Section 5.02(g) of the Seller IP Disclosure Letter.

“Protected Communications” shall have the meaning set forth in Section 4.03(b).

“Purchaser” shall have the meaning set forth in the Preamble.

“Related Rights” shall mean all: (i) inventions and discoveries described in the Assigned Patents and invention disclosures and undisclosed inventions related to the subject matter of the Assigned Patents; (ii) patents that issue from any of the Assigned Patents or the items listed in (i) of this definition; (iii) claims, causes of action and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, direct or indirect, under or arising from any of the Assigned Patents or the items listed in (i) and (ii) of this definition, including all rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement of the Assigned Patents and including rights afforded under 35 U.S.C. § 154(d); (iv) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protection, design patent protection and other grants or issuances of any kind from a Governmental Entity related to any of the Assigned Patents or the items listed in (i) through (iii) of this definition; and (v) rights to license and collect royalties with respect to the Assigned Patents.

“Seller” shall have the meaning set forth in the Preamble.

“Seller IP Disclosure Letter” shall have the meaning set forth in Article V.

“Seller Liabilities” shall have the meaning set forth in Section 2.01(d).

“SIG” shall mean a standards-setting organization, university or industry body, consortium, multi-party special interest group and any other collaborative or other group in which Seller or any Subsidiary of Seller is currently participating, or in which Seller or any Subsidiary of Seller has participated in the past or applied for future participation in, including any of the foregoing that may be organized, funded, sponsored, formed or operated, in whole or in part, by any Governmental Entity.

“Subsidiary” of any Person shall mean a corporation, partnership, limited liability company, trust, joint venture or other entity (i) more than 50% of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority of such Person) are or (ii) which does not have outstanding shares or securities (as may be the case in a partnership, limited liability company, joint venture or unincorporated association), but more than 50% of whose ownership interest representing the right to make decisions for such entity is, in the case of clause (i) or (ii), now or hereafter owned or controlled, directly or indirectly, by such Person (either alone or through or together with any other Subsidiary of such Person).

“Trade Secrets” shall mean inventions, discoveries, trade secrets, shop and royalty rights, technology, business and technical information and know-how, processes, databases, data collections and other confidential and proprietary information, including any being developed (including designs, manufacturing data, design data, test data, operational data, and formulae) and all rights therein.

“Trade Secret Assets” shall mean the Assigned Trade Secrets.

“VariLoad Technology” shall mean the Frontier Wind deployable air deflector technology and all related Intellectual Property pertaining to the deployable air deflector system for use in wind power generation. All non-VariLoad Intellectual Property shall be excluded from this transaction, such as Variblade Technology, StrikeFree technology.

SECTION 1.02. Effective Date. This Agreement shall become effective upon Closing and, thereafter, shall remain in effect in accordance with its terms.

ARTICLE II

IP Assets

SECTION 2.01. Assignment of IP Assets. The following transactions shall occur upon Closing:

(a) Assignment. Seller hereby Assigns to Purchaser, and Purchaser hereby purchases and acquires from Seller, free and clear of all Encumbrances except for Permitted Encumbrances, all right, title and interest of Seller in and to the IP Assets and Patent Related Documentation.

(b) License.

(i) Seller hereby grants to Purchaser, a perpetual, irrevocable, non-transferable (with the right to sublicense), royalty-free, fully paid-up, non-exclusive license to make, have made, use, execute, sell, offer for sale, import, export, lease, reproduce, distribute, perform, display, and create derivative works therefrom, any Intellectual Property licensable by Seller and required for Purchaser to deliver VariLoad products and services to the marketplace. This license includes:

(A) as to patents, patent applications and disclosed inventions, the right to make, have made, use, execute, sell, offer for sale, import, export and lease; and

(B) as to copyrights, the right to use, execute, sell, reproduce, distribute, perform, display, license and create derivative works therefrom.

(ii) For the avoidance of doubt, the foregoing license grant includes a license under any current and future Intellectual Property owned, licensable and/or sub-licensable by Seller to the extent necessary to exercise any rights granted to Purchaser herein for all products and services of Purchaser and is covered by the license grant in Section 2.01(b)(i).

(c) Perfection of Purchaser's Right, Title and Interest; Cooperation.

(i) Except as otherwise expressly set forth in this Agreement (including this Section 2.01(c)), as of the Closing Date, Purchaser shall be solely responsible for all actions and all costs whatsoever, including Taxes, attorneys' fees and patent office fees in any jurisdiction, associated with (A) the perfection of Purchaser's right, title and interest in and to each Assigned Patent and recordation thereof, (B) maintaining the enforceability of any of the Assigned Patents and (C) further prosecution of any of the Assigned Patents.

(ii) To the extent that the Assigned Patents include non-U.S. patents or patent applications, within one (1) month of the Closing Date, Seller shall, or shall cause its Subsidiaries to, deliver to Purchaser's representatives executed documents in a form as may be required in the non-U.S. jurisdiction in order to perfect the Assignment to Purchaser of the non-U.S. patents or patent applications.

(iii) Seller shall, and shall cause its Subsidiaries to, cooperate with Purchaser in effectuating the Assignment of IP Assets in Section 2.01(a)(i).

(iv) Between the Closing Date and the date on which Purchaser takes full control of patent applications included in the Assigned Patents, Seller shall, and shall cause its Subsidiaries to, continue the prosecution (including fronting fees if needed) of

such patent applications and take any other action necessary to avoid the abandonment of any Assigned Patent. Purchaser agrees to reimburse Seller for all fees, including reasonable outside counsel attorneys fees, paid to keep such patent applications pending.

(v) From and after the Closing, Purchaser shall have all right to control the prosecution of all patent applications included in the Assigned Patents and all patent applications filed on inventions and other subject matter included in the Related Rights. Seller shall, and shall cause its Subsidiaries to, cooperate with Purchaser and its successors and assigns in the prosecution of such patent applications, including by promptly: (A) disclosing relevant facts and delivering instruments and other documents reasonably requested by Purchaser; (B) providing technical consultations reasonably requested by Purchaser, related to patent applications and inventions included in the Assigned Patents, including making commercially reasonable efforts to make the relevant employee inventors available and accessible to Purchaser and Purchaser's representatives; and (C) instructing counsel and employee inventors to cooperate with Purchaser and Purchaser's representatives. All such assistance shall be provided by Seller and its Subsidiaries without the payment of additional compensation, except that the employee inventor(s) shall be paid and reimbursed a reasonable amount for time expended and reasonable travel and other expenses incurred in performing such technical consultations requested by Purchaser, such expenses to be approved in advance by Purchaser. If Purchaser or its successors or assigns requests assistance under this Section 2.01(c)(v) or otherwise under this Agreement, then Seller shall cause its Subsidiaries to, and shall use commercially reasonable efforts to cause their respective attorneys and representatives to, enter into a common interest agreement in the form reasonably acceptable to both Purchaser and Seller or their respective successors or assigns.

(d) Seller Liabilities. Seller shall retain, and Purchaser shall not assume or in any way be liable or responsible for, any and all Liabilities of Seller and its Subsidiaries, including any Liabilities with respect to the IP Assets and the Existing Contracts (the "Seller Liabilities").

SECTION 2.02. Purchase Price: Deployment Fees.

(a) As consideration for the Assignment of the IP Assets pursuant to Section 2.01, subject to the terms and conditions of this Agreement, on the Closing Date, Purchaser shall pay Seller \$4,600,000.00 (four million, six hundred thousand U.S. dollars) by wire transfer.

(b) An additional, contingent, one-time purchase price payment of \$700,000.00 (seven hundred thousand U.S. dollars) shall be paid within 120 days following the successful completion of testing of any of the VariLoad Technology by GE or any of its Affiliates, subsidiaries, licensees, successors, or assignees (collectively, "VariLoad Users") on a test turbine installed by a VariLoad User *and* the receipt by a VariLoad User of a first order from a customer for one or more wind turbines which actually utilize and physically deploy any of the VariLoad Technology.

(c) An additional, contingent, one-time purchase price payment of \$7,000.00 (seven thousand U.S. dollars) per turbine shall be paid for each wind turbine on which a VariLoad User installs, utilizes, and/or physically deploys any of the VariLoad Technology within 10 years from the Closing Date, up to a maximum additional payment of \$10,300,000.00 (ten million, three hundred thousand U.S. dollars).

(d) Purchaser shall establish and maintain a reasonable accounting system that enables Seller to readily keep track of the contingent one-time purchase price payments with respect to installations, utilizations, and deployment of the VariLoad Technology on turbines. Following an initial implementation of the VariLoad Technology, Purchaser shall provide annual reports to Seller listing an accounting of the one-time purchase price payments with respect to installations, utilizations, and deployment of the VariLoad Technology on turbines. Each of the annual reports prepared by Purchaser should be delivered to Seller within 120 days following the end of the applicable calendar year, and should be accompanied by payment of the contingent purchase price payment accrued during the year, if any, by wire transfer or as otherwise instructed by Seller. Seller and its authorized representatives shall have the right to reasonably audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Purchaser, including, but not limited to those kept by the Purchaser, its employees, agents, assigns, successors, and subcontractors.

(e) Seller acknowledges that, while it is GE's present intention to have a test turbine installed within approximately one year from the Closing Date, actual use and deployment of the Assets in the GE fleet of turbines is at Purchaser's sole discretion and option, subject to market conditions, and that in the event Purchaser elects not to utilize the VariLoad Technology, the purchase price may never exceed the \$4.6 M in Section 2.02(a).

(f) Notwithstanding any delegation, license or assignment by Purchaser of the IP Assets to a VariLoad User, Purchaser shall remain directly and primarily liable to Seller for all reporting and payment obligations due to Seller under Sections 2.02(b), (c) and (d).

ARTICLE III

Closing

SECTION 3.01. Closing Actions and Deliveries. At the Closing,

(a) Purchaser shall make payment in full as required by Section 2.02(a).

(b) Seller shall deliver to Purchaser the following:

(i) digital copies of all embodiments of the Patent Related Documentation existing as of the Closing Date (it being understood that Patent Related Documentation

shall not be transferred by Seller to Purchaser by tangible media, unless so requested by Purchaser);

(ii) an executed Patent Assignment for each of the Assigned Patents;

(iii) Seller's or its agents' databases, electronic files, lists or other means of tracking information relating to the prosecution and maintenance of the Assigned Patents throughout the world, which list or other means of tracking information is current as of the Closing Date; and

(iv) digital copies of all the embodiments of the Trade Secret Assets existing as of the Closing Date (it being understood that Trade Secret Assets shall not be transferred by Seller to Purchaser by tangible media, unless so requested by Purchaser).

SECTION 3.02. Simultaneous Transactions. All transactions provided for herein to occur on and as of the Closing Date shall be deemed to have occurred simultaneously.

ARTICLE IV

Additional Agreements

SECTION 4.01. Infringement Lawsuits. As between Seller and Purchaser, and subject to the terms of this Agreement, from and after the Closing Date, Purchaser, as the acquirer of Seller's right, title, and interest in the Patent Assets, shall have sole discretion whether or not to institute any action or suit against third parties for infringement of any IP Assets or to defend any action or suit which challenges or concerns the validity of any IP Assets.

SECTION 4.02. Use of Trademarks. Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, trade dress or other designation of either Party or of any of its Subsidiaries. Each Party agrees not to use or refer to this Agreement or any provision hereof in any promotional activity without the express written approval of the other Party.

SECTION 4.03. Intellectual Property Matters.

(a) Enforcement. If Purchaser is unable to enforce the IP Assets against a third party as a result of any applicable Governmental Rule that prohibits enforcement of such rights by a transferee of such rights, Seller agrees to assign, and cause its Subsidiaries to assign, to Purchaser such rights as may be required by Purchaser, and to take any other steps as may be necessary to enable Purchaser, to enforce the IP Assets in its own name. Seller shall, at Purchaser's reasonable request and reasonable expense, fully cooperate, and cause its Subsidiaries to fully cooperate, in any litigation or other proceeding (including interference and opposition proceedings) relating to the IP Assets

(including making witnesses available and providing evidence of invention dates and ownership).

(b) Preservation of Privileges. Upon the Closing, Purchaser shall control all attorney-client privileges, attorney work product doctrine and any other professional privileges or rights held by Seller or any of its Subsidiaries and not transferred to Purchaser that arose from the prosecution, defense or enforcement of the IP Assets prior to the Closing Date ("Protected Communications"). Seller shall not, and shall cause its Subsidiaries not to, assert that the Protected Communications are not protected by the attorney-client privilege, attorney work product doctrine or other professional privileges unless and only to the extent that such privilege or immunity is withdrawn by Purchaser or is determined by a final judgment of a court of competent jurisdiction, unappealable or unappealed within the time allowed for appeal, to be invalid. Seller shall, and shall cause its Subsidiaries to, follow Purchaser's direction with respect to Protected Communications and otherwise cooperate with Purchaser to preserve and protect all privileges and immunities with respect to Protected Communications to the greatest extent available under applicable law. If Seller or any of its Subsidiaries retains control of any privilege or immunity with respect to communications or work product relating to the prosecution, maintenance, defense or enforcement of the IP Assets before the Closing Date, Seller shall not, and shall cause its Subsidiaries not to, waive or withdraw such privilege or immunity or engage in any act or omission that might result in a waiver or withdrawal without the prior written consent of Purchaser. Should any effort be made by subpoena or otherwise to gain access to Protected Communications, whether by judicial action or by other means, Seller shall promptly notify Purchaser.

SECTION 4.04. Existing Contracts. Seller shall not, and shall not permit any of its Affiliates to, renew, extend the term of, amend, modify or supplement, or grant any waiver under, any Existing Contract.

SECTION 4.05. Personnel. At Seller's cost and in furtherance of the technology transfer and "know how" embodied in this Agreement, Seller shall make any of its current employees available to Purchaser for up to 200 hours of consulting time for a period not to exceed 60 days after Closing. Seller also agrees to use best efforts to maintain the employment of all its current employees and continue with normal business operations during the 60 days after Closing. Seller agrees that subject to Purchaser's unfettered discretion to make individual hiring decisions, Purchaser shall have the option to offer employment or consulting agreements to Seller's present engineering staff effective as of Closing, to assist Purchaser in assimilating the IP Assets and associated "know how", for a period of time to be determined in Purchaser's sole discretion.

SECTION 4.06. Taxes. Any sales Tax, use Tax, real property transfer or gains Tax, asset transfer Tax, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Assigned Patents shall be paid by Seller. Seller agrees that any designs and drawings provided under this Agreement shall be transferred in an electronic format only, exempt from California sales and use tax as intangibles.

ARTICLE V

Representations and Warranties of Seller

Except as set forth in the disclosure letter delivered by Seller to Purchaser on the date hereof (the "Seller IP Disclosure Letter") (with the disclosure in any section or subsection of the Seller IP Disclosure Letter being deemed to qualify other sections and subsections in this Article V to the extent that it is reasonably apparent that such disclosure should qualify or apply to such other sections and subsections), Seller hereby represents and warrants to Purchaser as follows:

SECTION 5.01. Litigation. There is not and has never been any Action pending, and, to the Knowledge of Seller, no Actions have been threatened, in each case against or affecting the IP Assets, at law or in equity (and, to the Knowledge of Seller, there is no reasonable basis for any such Action). There is no Action pending and, to Seller's Knowledge, no Actions have been threatened which question the legality or propriety of the transactions contemplated by this Agreement.

SECTION 5.02. Patent Assets.

(a) Assigned Patents. Schedule I sets forth an accurate and complete list of all patents and patent applications of Seller related to the VariLoad Technology. Schedule I specifies, as to each Assigned Patent, (i) the name of the registered owner, (ii) the jurisdiction of application and/or registration, (iii) the application and/or registration number and (iv) the date of application or registration. Each of the Assigned Patents has been filed with or issued by each applicable Governmental Entity in each applicable jurisdiction set forth on Schedule I and Seller is listed in the records of the appropriate Governmental Entity as the sole owner of each Assigned Patent.

(b) Fees. All maintenance fees, annuities, and the like due or payable on the Assigned Patents having a Due Date prior to or forty-five (45) days after the Closing Date have been timely paid.

(c) Title and Ownership. Seller is the sole legal, equitable and beneficial owner of all right, title, and interest in and to the Patent Assets and Invention Assets (provided, in the case of the Related Rights, to the extent such Related Rights are in existence or capable of being perfected through further action). Seller has not received any written notice or written claim: (i) challenging Seller's sole ownership of any Patent Assets or Invention Assets; or (ii) claiming legal, equitable or beneficial ownership with respect to any Patent Assets or Invention Assets. Seller has the sole, unrestricted right to sue for past, present and future infringement of the Patent Assets and Invention Assets, to sue for and obtain equitable relief, and to recover damages, costs, and other remedies with respect thereto.

(d) Encumbrances. There are no Encumbrances on any of the Patent Assets or Invention Assets, including any lien for Taxes (except liens relating to current Taxes not yet due). No Existing Contract is exclusive, sub-licensable or transferable.

Section 5.02(d) of the Seller IP Disclosure Letter (i) lists out each entity that is a party to such Existing Contract and (ii) is accurate and complete in all respects. For the avoidance of doubt, Seller and its Subsidiaries have fulfilled and performed in all material respects their obligations under each of the Existing Contracts, and neither Seller nor any of its Subsidiaries is, or is alleged to be, in material breach or default thereunder. Complete and correct copies of all Existing Contracts, including all exhibits, schedules and amendments thereto, have been provided to Purchaser.

(e) Employee/Consultant Documentation. Each current or former employee, officer, director, consultant and contractor of Seller or any of its Subsidiaries who is or has been involved in the development (alone or with others) of any Patent Assets or Invention Assets has executed and delivered to Seller the relevant agreements that assign to Seller or such Subsidiary the Patent Assets and Invention Assets. In each case in which Seller or any of its Subsidiaries has acquired ownership (or claimed or purported to acquire ownership) of any Patent Assets or Invention Assets from any Person (including any employee, officer, director, consultant and contractor of Seller or any Subsidiary), Seller or its applicable Subsidiary has obtained an assignment sufficient to transfer ownership of and all rights with respect to such Patent Asset or Invention Assets to Seller or such Subsidiary. All such assignments that are or may be required to be filed or recorded in order to be valid or effective against bona fide purchasers without notice of such assignment have been duly executed and filed or recorded with the U.S. Patent and Trademark Office and any applicable Governmental Entity elsewhere.

(f) Rights of Certain Third Parties. Neither Seller nor any of its Subsidiaries owes any compensation or remuneration (other than the general compensation for employment or services) to a current or former employee, officer, director, consultant or contractor for any Patent Assets or Invention Assets, including with respect to any Assigned Patent that is based on an invention of any current or former employee, officer, director, consultant or contractor of Seller or its Subsidiaries. There is no Patent Asset or Invention Asset that is owned, exclusively licensed, or otherwise held by a current or former employee, officer, director, consultant or contractor of Seller or its Subsidiaries. There is no Contract with any Person to acquire any of the Patent Assets or Invention Assets or that grants an option or other right to purchase any of the Patent Assets or Invention Assets, other than this Agreement.

(g) Standards-Setting Organizations. Neither Seller nor any of its Subsidiaries is bound by, or has agreed to be bound by, any Contract, bylaws, policy, or rule of any SIG that requires or purports to require Seller or its Subsidiaries (or, following the Closing Date, Purchaser or any of its Affiliates) to contribute, disclose or license any Patent Asset to such SIG or its other members.

(h) Validity and Enforceability. None of the Assigned Patents has ever been found invalid, unenforceable or misused for any reason in any administrative, arbitral, judicial or other proceeding before a Governmental Entity. Seller has not received any written notice from any Person claiming that an Assigned Patent may be invalid, unenforceable or misused or that a claim to such effect may be brought by any Person. To the Knowledge of Seller, the issued patents included in the Assigned Patents

are valid and enforceable and there are no facts or circumstances that may cause any such patent or any patent that issues from any patent application included in the Assigned Patents to be unenforceable or invalid.

(i) Conduct. Seller, its Subsidiaries and their representatives and, to the Knowledge of Seller, any prior owner of any Assigned Patent and their representatives, have not engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Assigned Patents or hinder their enforcement, including misrepresenting Seller's patent rights to any SIG or failing to disclose material prior art in connection with the prosecution or maintenance of any Assigned Patent or any other inequitable conduct before the U.S. Patent and Trademark Office or any foreign equivalent. Purchaser is not and shall not hereafter become subject to any covenant not to sue, release or similar limitation on its enforcement or enjoyment of the Patent Assets as a result of any action taken or not taken by Seller or its Subsidiaries or, to the Knowledge of Seller, any prior owner of any Assigned Patent.

(j) Patent Office Proceedings. None of the Assigned Patents has been or is currently involved in any reexamination, supplemental examination, reissue, interference proceeding, *inter partes* review, or any similar proceeding, and no such proceedings are pending or, to the Knowledge of Seller, threatened.

(k) No Orders. No Assigned Patent is or has been subject to any outstanding writ, judgment, decision, decree, award, order, injunction, ruling or similar order of any Governmental Entity restricting the use or other practice or exploitation thereof by Seller or any of its Subsidiaries or restricting the sale, transfer, assignment or licensing thereof by Seller. There is no existing, and there has not been any, default by Seller with respect to any writ, judgment, decision, decree, award, order, injunction, ruling or similar order of any Governmental Entity or arbitrator involving the Patent Assets.

(l) No Infringement by Third Parties. Neither Seller nor any of its Subsidiaries has instituted, asserted or threatened, whether in the past or currently, any Action against any Person with respect to infringement or other violation of any Patent Asset (and, to the Knowledge of Seller, there is no reasonable basis for any such Action), nor has Seller or any of its Subsidiaries issued, at any time, any written communication inviting any Person to take a license, authorization, covenant not to sue or the like with respect to any Assigned Patents.

(m) Government Contracts. None of the Patent Assets is subject to a Government Contract. No inventor of any Assigned Patent at any time during the conception of or reduction to practice of any invention disclosed in any Assigned Patent was: (i) operating under a grant from any Governmental Entity; (ii) performing research sponsored or funded by any Governmental Entity; or (iii) subject to any invention assignment, march-in rights, or other agreement or obligation that could adversely affect Seller's sole ownership of all right, title and interest in the Assigned Patents.

(n) Terminal Disclaimer. Except as indicated in Section 5.02(n) of the Seller IP Disclosure Letter, no Assigned Patent is subject to a terminal disclaimer under 37 C.F.R. § 1.321.

(o) No Established Royalty Rates. There is no established royalty rate for any of the Assigned Patents individually, all of the Assigned Patents collectively or any sub-group of the Assigned Patents.

SECTION 5.03. Trade Secret Assets.

(a) Title and Ownership. Seller is the sole legal, equitable and beneficial owner of all right, title, and interest in and to the Trade Secret Assets. Seller has not received any written notice or written claim: (i) challenging Seller's sole ownership of any Trade Secret Assets; or (ii) claiming legal, equitable or beneficial ownership with respect to any Trade Secrets. Seller has the sole, unrestricted right to sue for past, present and future infringement of the Trade Secret Assets, to sue for and obtain equitable relief, and to recover damages, costs, and other remedies with respect thereto.

(b) Validity and Enforceability. All of the Trade Secret Assets are valid, subsisting and enforceable. No Trade Secret Assets are in jeopardy of becoming invalid or unenforceable through a failure to act by Seller.

(c) Customary Protection. All of the Trade Secret Assets have been maintained in confidence in accordance with protection procedures that meet or exceed those customarily used in the industry in which Seller operates to protect rights of like importance.

(d) No Security Breaches. Since January 1, 2010, there have been no material security breaches in any of Seller's or its Subsidiaries information technology systems.

SECTION 5.04. Third Party Infringement Indemnification. Seller shall indemnify, defend and hold Purchaser harmless from any suit or proceeding brought against Purchaser or its customers based on any claim that any services, systems, article or apparatus, or any part thereof constituting the IP Assets and/or any deliverables furnished under this Agreement, as well as any device or process necessarily resulting from the use thereof, constitutes an infringement of any patent, copyright or other Intellectual Property right of any third party. If notified promptly in writing and given authority, information and assistance, at Seller's expense, for the defense of same, Seller shall pay all damages, costs and expenses incurred or awarded therein, including, but not limited to, reasonable attorneys' fees. If use of any systems, article, apparatus, part, device, process, and/or any deliverable is enjoined as the result of any such claim, Seller shall, at its own expense and in the following order, subject to commercial practicality, either: (a) procure for Purchaser the right to continue using such service, system, article or apparatus, part, device, process or deliverable; or (b) replace same with a non-infringing equivalent. Notwithstanding the foregoing, Seller shall not have any liability to Purchaser hereunder to the extent that any infringement or claim thereof is

based upon (i) use of the IP Assets in combination with equipment or software not supplied by Seller where the IP Assets would not themselves be infringing, (ii) use of the IP Assets in an application or environment for which they were not designed or (iii) modifications of the IP Assets by GE, any Affiliate of GE, or any of their respective customers.

ARTICLE VI

General Matters

SECTION 6.01. Survival. The representations, warranties and covenants made by Purchaser and Seller in this Agreement shall survive the Closing and remain in full force and effect until the third anniversary of the Closing Date; provided, however, that the following representations, warranties, and obligations shall not be subject to the three year termination and shall survive indefinitely: 5.02(a) (Patent Assets; Assigned Patents), 5.02(c) (Patent Assets; Title and Ownership), 5.02(d) (Patent Assets; Encumbrances), 5.02(g) (Patent Assets; Standards-Setting Organizations), 5.02(h) (Patent Assets; Validity and Enforceability), 5.02(i) (Patent Assets; Conduct), 5.02(j) (Patent Assets; Patent Office Proceedings), 5.02(l) (Patent Assets; No Infringement by Third Parties), 5.03(a) (Trade Secret Assets; Title and Ownership), 5.03(b) (Trade Secret Assets; Validity and Enforceability), and 5.04 (Third Party Infringement Indemnification).

SECTION 6.02. Confidentiality. Except as provided in this Agreement, neither Party shall use for its own benefit or the benefit of any third party, or disclose, publish, release, transfer or otherwise make available to any third party, any Confidential Information of the other, including the existence or terms of this Agreement, without the disclosing Party's prior written consent. Each of Seller and Purchaser, however, shall be permitted to disclose Confidential Information of the disclosing party to (a) contractors and third parties, and its employees, Affiliates, accountants, attorneys and other agents, to the extent such disclosure is reasonably necessary for the performance of its duties and obligations hereunder or, with respect to Purchaser, use and enjoyment of the IP Assets; *provided* each such recipient is bound by an obligation of confidentiality with respect to the Confidential Information; and (b) to a court order or Governmental Authority pursuant to such Governmental Authority's rule and regulations in order to secure regulatory approval, *provided* that the recipient Party shall first give notice to the Disclosing party of such proposed disclosure and shall have made a reasonable effort to maintain the confidentiality of such Confidential Information. Each recipient Party shall be responsible for its violation of the confidentiality obligations set forth herein by any of the foregoing.

SECTION 6.03. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York, excluding their conflict of law rules, provided that any provision of such law invalidating any provision of this Agreement or modifying the intent of the Parties as expressed in the terms of this Agreement shall not apply. Any legal action or proceeding with respect to this Contract shall be brought in the United States District Court for the Southern District

of New York or, if such court lacks jurisdiction, in the Supreme Court of the State of New York in New York County. Each of the Parties hereby accepts and consents to, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each of the Parties irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party at the address first set forth in the Contract. Each of the Parties hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Contract brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 6.04. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes in its entirety all prior agreements concerning the subject matter hereof, and no modification, amendment, revision, waiver, or other change shall be binding on either Party unless consented to in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not contained or referenced herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

SECTION 6.05. Counterparts & Imaged Signatures. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. The imaged or facsimile signatures of the Parties shall be deemed to constitute original signatures, and imaged or facsimile copies hereof shall be deemed to constitute duplicate originals.

* * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized signatories as of the date and year first above written.

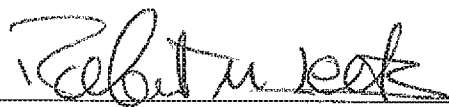
FRONTIER WIND, LLC,

By:

Name: Harry R. Halloran, Jr.
Title: Chairman

**GE INFRASTRUCTURE
TECHNOLOGY, LLC**

By:



Name: Rob M. Letts
Title: Director

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized signatories as of the date and year first above written.

FRONTIER WIND, LLC,

By: 
Name: Harry R. Halloran, Jr.
Title: Chairman

**GE INFRASTRUCTURE
TECHNOLOGY, LLC**

By:

Name: Rob M. Letts
Title: Director

SCHEDULE 1

Assigned Patents and Patent Applications

Country	Patent No.	Application No.	Title	Filing Date	Issue Date
US	8,267,654	12/122,584	Wind Turbine with Gust Compensating Air Deflector	16-May-08	18-Sep-12
US	8,192,161	12/464,447	Wind Turbine with Deployable Air Deflectors	12-May-09	5-Jun-12
EP		9251327.4	Wind Turbine with Gust Compensating Air Deflector	15-May-09	
US	Abandoned	13/071,673	Rotatable Dry Air Supply	25-Mar-11	
US		13/488,615	Wind Turbine with Deployable Air Deflectors	5-Jun-12	
US	9,506,453	13/837,220	Actuation of Distributed Load Management Devices on Aerodynamic Blades	15-Mar-13	29-Nov-16
US	9,458,825	13/834,252	Actuation Mechanisms for Load Management Devices on Aerodynamic Blades	15-Mar-13	4-Oct-16
EP		14159284.0	Actuation Mechanisms for Load Management Devices on Aerodynamic Blades	15-Mar-13	
US	9,388,791	13/831,951	Mounting Arrangement for Load Compensating Device	15-Mar-13	12-Jul-16
US	Abandoned	13/831,956	Failsafe System for Load Compensating Device	15-Mar-13	
CA		2,845,313	Actuation of Distributed Load Management Devices on Aerodynamic Blades	11-Mar-14	
CA	Abandoned	2,845,461	Failsafe System for Load Compensating Device	11-Mar-14	
EP		14159288.1	Failsafe System for Load Compensating Device	12-Mar-14	
EP		14159295.6	Actuation of Distributed Load Management Devices on Aerodynamic Blades	12-Mar-14	
CA	2,845,936	2,845,936	Actuation Mechanisms for Load Management Devices on Aerodynamic Blades	12-Mar-14	10-May-16
CA	Abandoned	2,845,899	Mounting Arrangement for Load Compensating Devices	12-Mar-14	
EP		14159291.5	Mounting Arrangement for Load Compensating Device	12-Mar-14	
AU	Abandoned	2014201456	Actuation of Distributed Load Management Devices on Aerodynamic Blades	13-Mar-14	
AU	Abandoned	2014201459	Actuation Mechanisms for Load Management Devices on Aerodynamic Blades	13-Mar-14	
AU	Abandoned	2014201472	Mounting Arrangement for Load Compensating Devices	13-Mar-14	
AU	Abandoned	2014201460	Failsafe System for Load Compensating Device	13-Mar-14	

SCHEDULE 1

KR	Abandoned	10-2014-0030181	Actuation of Distributed Load Management Devices on Aerodynamic Blades	14-Mar-14	
IN		773/DEL/2014	Actuation of Distributed Load Management Devices on Aerodynamic Blades	14-Mar-14	
KR	Abandoned	10-2014-003134	Actuation Mechanisms for Load Management Devices on Aerodynamic Blades	14-Mar-14	
KR	10-1552881	10-2014-0030149	Mounting Arrangement for Load Compensating Device	14-Mar-14	8-Sep-15
BR		BR102014006210-6	Mounting Arrangement for Load Compensating Device	14-Mar-14	
KR	Abandoned	10-2014-0030141	Failsafe System for Load Compensating Device	14-Mar-14	
IN		779/DEL/2014	Failsafe System for Load Compensating Device	15-Mar-14	
IN		780/DEL/2014	Actuation Mechanisms for Load Management Devices on Aerodynamic Blades	15-Mar-14	
IN		781/DEL/2014	Mounting Arrangement for Load Compensating Device	15-Mar-14	
BR		BR102014006359-5	Failsafe System for Load Compensating Device	17-Mar-14	
JP	Abandoned	2014-052923	Actuation of Distributed Load Management Devices on Aerodynamic Blades	17-Mar-14	
BR		BR102014006348-0	Actuation of Distributed Load Management Devices on Aerodynamic Blades	17-Mar-14	
JP	5902738	2014-052920	Actuation Mechanisms for Load Management Devices on Aerodynamic Blades	17-Mar-14	18-Mar-16
BR		BR102014006375-7	Actuation Mechanisms for Load Management Devices on Aerodynamic Blades	17-Mar-14	
JP	Abandoned	2014-052921	Mounting Arrangement for Load Compensating Devices	17-Mar-14	
JP	Abandoned	2014-052925	Failsafe System for Load Compensating Device	17-Mar-14	
US		14/484,873	Wind Turbine Air Deflector System Control	12-Sep-14	
US		14/484,878	Wind Turbine Air Deflector System Control	17-Sep-14	
US		14/681,703	Load Compensating Devices	8-Apr-15	
US		14/681,737	Load Compensating Devices	8-Apr-15	
IN		2614/DEL/2015	Wind Turbine Air Deflector System Control	21-Aug-15	
IN		2613/DEL/2015	Wind Turbine Air Deflector System Control	21-Aug-15	

SCHEDULE 1

CA		2,901,364	Wind Turbine Air Deflector System Control	25-Aug-15	
CA		2,901,366	Wind Turbine Air Deflector System Control	25-Aug-15	
BR		BR102015021 553-3	Wind Turbine Air Deflector System Control	3-Sep-15	
BR		102015021944 0	Wind Turbine Air Deflector System Control	8-Sep-15	
EP		15184667.2	Wind Turbine Air Deflector System Control	10-Sep-15	
EP		15184668.0	Wind Turbine Air Deflector System Control	10-Sep-15	
CA		2,925,832	Load Compensating Devices	5-Apr-16	
CA		2,925,831	Load Compensating Devices	5-Apr-16	
BR		BR102016007 621-8	Load Compensating Devices	6-Apr-16	
BR		BR102016007 738-9	Load Compensating Devices	7-Apr-16	
IN		201614012176	Load Compensating Devices	6-Apr-16	
IN		201614012175	Load Compensating Devices	6-Apr-16	
EP		16164226.9	Load Compensating Devices	7-Apr-16	
EP		16164225.1	Load Compensating Devices	7-Apr-16	
CA		2,927,972	Mounting Arrangement for Air Deflector	19-May-16	

EXHIBIT A

ASSIGNMENT

WHEREAS FRONTIER WIND, LLC, having a principal place of business at 535 Menlo Drive, Rocklin, California 95765 (ASSIGNOR), is the owner of certain inventions and improvements described in various patents and patent applications listed in the attached Schedule I (hereinafter TRANSFERRED PROPERTY);

WHEREAS GE INFRASTRUCTURE TECHNOLOGY, LLC, having a principal place of business at 300 Garlington Road, Greenville, South Carolina 29615 (ASSIGNEE), desires to acquire ASSIGNOR'S entire right, title and interest in and to said TRANSFERRED PROPERTY and any patents that may be granted on or as a result thereof in the United States of America and in any and all foreign countries;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged,

ASSIGNOR hereby assigns, to the above named ASSIGNEE, its successors, assigns and legal representatives (NOMINEES) ASSIGNOR'S entire right, title and interest in and to said TRANSFERRED PROPERTY throughout the world and to any and all patents, petty patents and utility model patents which may be granted therefor, and all continuations, continuations-in-part, divisions, reissues, extensions, renewals, and any non-provisional application based on a provisional application thereof, including all damages for infringement of any of the Assigned Patents accruing on and after the Effective Date and the sole right to sue therefor under such Assigned Patents, for the full term or terms of all such Assigned Patents.

ASSIGNOR authorizes the ASSIGNEE or its NOMINEES to file in ASSIGNOR'S name or their own, as appropriate, application for letters patent in any and all countries of the world, and ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any proper official of any country, to issue to said ASSIGNEE or its NOMINEES any and all letters patent for said TRANSFERRED PROPERTY, for their sole use, to the full end of the term for which such letters patent may be granted.

ASSIGNEE accepts this transfer without further warranty or covenant by ASSIGNOR.

(Signature block follows on next page)

AGREED by ASSIGNOR:

Date: 12/29/2016 Assignor:


FRONTIER WIND, LLC

By: Name: Harry R. Halloran, Jr.
Title: Chairman

AGREED by ASSIGNEE:

Date: _____ Assignee:

GE INFRASTRUCTURE TECHNOLOGY, LLC

By: Name: Rob M. Letts
Title: Director

AGREED by ASSIGNOR:

Date: _____

Assignor: _____

FRONTIER WIND, LLC

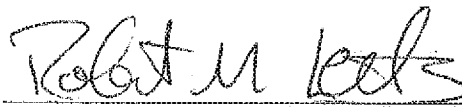
By:

Name: Harry R. Halloran, Jr.

Title: Chairman

AGREED by ASSIGNEE:

Date: 12/21/2016 Assignee: _____



GE INFRASTRUCTURE TECHNOLOGY, LLC

By:

Name: Rob M. Letts

Title: Director

Frontier Wind, LLC

SELLER IP DISCLOSURE LETTER

This Seller IP Disclosure Letter (the "*Seller IP Disclosure Letter*") is being furnished by Frontier Wind, LLC (the "*Company*") to GE Infrastructure Technology, LLC ("*GE*"), in connection with the execution and delivery of that certain Intellectual Property Purchase Agreement between the Company and GE, dated December 29, 2016 (the "*Agreement*"). Unless the context otherwise requires, all capitalized terms used in this Seller IP Disclosure Letter shall have the respective meanings assigned to them in the Agreement.

This Seller IP Disclosure Letter is qualified in its entirety by reference to the specific provisions of the Agreement.

No reference to or disclosure of any item or other matter in this Seller IP Disclosure Letter shall be construed as an indication that such item or other matter is material.

The information and disclosures contained in each section of this Seller IP Disclosure Letter shall be deemed to be disclosed and incorporated by reference in each of the other sections of this Seller IP Disclosure Letter, as though fully set forth in such other sections, to the extent reasonably and readily apparent from the text of such information or disclosures.

The headings contained in this Seller IP Disclosure Letter are included for convenience only, and are not intended to limit the effect of the disclosures contained in this Seller IP Disclosure Letter or to expand the scope of the information required to be disclosed in this Seller IP Disclosure Letter.

1.01 Knowledge. Individuals with knowledge of the Company and the intellectual property subject to the Agreement and this Seller IP Disclosure Letter for purposes of defining the term "Knowledge" in the Agreement are Harry R. Halloran, Jr. and Robert A. Giebel, Jr.

1.02 Company Owned Intellectual Property to be Transferred. All patents and patent applications owned by the Company and subject to transfer under the Agreement are identified in Schedule 1 of the Agreement.

(a) Encumbrances on IP. There are no Encumbrances on any of the intellectual property to be transferred under the Agreement, including any lien for Taxes. The Company is the sole legal, equitable and beneficial owner of all right, title, and interest in and to the patents and patent applications subject to transfer under the Agreement.

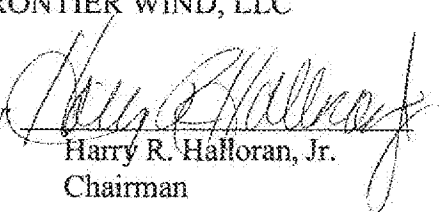
(b) Existing Contracts. There are currently no Existing Contracts imposing an Encumbrance on any of the intellectual property to be transferred under the Agreement.

(c) Terminal Disclaimer. No assigned patent or patent application, as of the date of the Agreement, is subject to a terminal disclaimer under 37 C.F.R. § 1.321.

(e) Standards Organizations. None of the intellectual property to be assigned under the Agreement has been submitted to any standards setting organization.

FRONTIER WIND, LLC

By


Harry R. Halloran, Jr.
Chairman