

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PROTONEX TECHNOLOGY CORPORATION	09/07/2018
RECEIVING PARTY DATA	
Name:	UPSTART POWER, INC.
Street Address:	153 NORTHBORO ROAD
City:	SOUTHBOROUGH
State/Country:	MASSACHUSETTS
Postal Code:	01772-1034
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13927418
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ATTORNEY DOCKET NUMBER:	52289-503US/00033
NAME OF SUBMITTER:	GEORGE N. CHACLAS
SIGNATURE:	/George N. Chaclas/
DATE SIGNED:	09/10/2018
Total Attachments: 2	
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ASSIGNMENT

Protonex Technology Corporation, having its principal place of business at 153 Northboro Road, Southborough, MA 01772-1034 (hereinafter referred to as "Assignor");

WHEREAS, Assignor has made an invention entitled **SOLID OXIDE FUEL CELL WITH FLEXIBLE FUEL ROD SUPPORT STRUCTURE**, and for which an application for a United States Patent was filed on June 26, 2013 and accorded U.S. Patent Application Serial No. 13/927,418.

WHEREAS, Upstart Power, Inc., a corporation organized and existing under the laws of the United States, having its principal place of business at 153 Northboro Road, Southborough, MA 01772-1034 (hereinafter referred to as "Assignee"), is desirous of acquiring right, title and interest in said invention.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor by these presents, does sell, assign and transfer to Assignee, Assignor's entire right, title and interest, for the United States of America and its possessions and territories and for all foreign countries, in and to said invention, including all rights of priority created and conferred by any treaty or international convention which is available in connection with said invention, including the right to apply for patent rights, U.S. or foreign, and in any provisionals, utilities, continuations, continuations-in-part, divisions, substitutes, renewals, reissues or other applications filed in the U.S. or abroad (including multinational filing arrangements of all kinds), and in any U.S. or foreign patents issued on any such applications and reissues, extensions and renewals thereof, to be held and enjoyed by Assignee, for its own use and behalf and for its successors and assigns, to the full ends of the terms or extended terms for which any Letters Patents or the like may be granted, as fully and entirely as the same would have been held by Assignor had this sale, assignment and transfer not been made.

Assignor hereby authorizes and request the Commissioner for Patents of the United States, and any official of any country or countries (including multinational filing arrangements of all kinds), whose duty it is to receive and/or examine applications for patents or similar intellectual/industrial property, issue patents or other evidence or forms of intellectual/industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors and assigns, in accordance with the terms of this instrument.

Assignor covenants with Assignee, its successors, assigns, and legal representatives that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed any agreement in conflict herewith and will not execute any agreement or conveyance in conflict herewith.

Assignor further covenants and agrees to communicate to Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting said invention, and testify in any legal proceeding, sign all lawful papers, including, without limitation, application papers, assignments, powers of attorney, declarations, and other instruments, execute all divisional, continuing, substitute, reissue, renewal and foreign applications, make all truthful oaths, declarations and statements, and generally do everything reasonably requested of Assignor by Assignee, or its successors or assigns to aid Assignee, its successors or assigns, to obtain, enforce and/or exploit said invention.

Date: September 7, 2018



Tony Guglielmin
Director
Protonex Technology Corporation