

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PROTONEX TECHNOLOGY CORPORATION	12/18/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UPSTART POWER, INC.
<b>Street Address:</b>	153 NORTHBORO ROAD
<b>City:</b>	SOUTHBOROUGH
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01772-1034
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17407293
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(203)977-7300
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<b>ATTORNEY DOCKET NUMBER:</b>	788659.000490
<b>NAME OF SUBMITTER:</b>	GEORGE N. CHACLAS
<b>SIGNATURE:</b>	/George N. Chacclas/
<b>DATE SIGNED:</b>	11/01/2022
<b>Total Attachments: 4</b>	
source=53788_Executed_Assignment_Protonex_to_Upstart#page1.tif	
source=53788_Executed_Assignment_Protonex_to_Upstart#page2.tif	
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source=53788_Executed_Assignment_Protonex_to_Upstart#page4.tif	

## 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 owns all right, title and interest in and to the patents and/or patent applications identified in Exhibit A attached hereto.

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 all right, title and interest in and to the patents and/or patent applications identified in Exhibit A attached hereto.

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 the patents and/or patent applications identified in Exhibit A attached hereto, including all rights of priority created and conferred by any treaty or international convention which is available in connection with said patents and/or patent applications, 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.

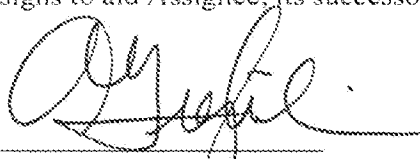
Assignor hereby authorizes and request the Commissioner for Patents of the United States, and any official of any country or countries (including multinational filing arrangements of all kinds), whose duty it is to receive and/or examine applications for patents or similar intellectual/industrial property, 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.

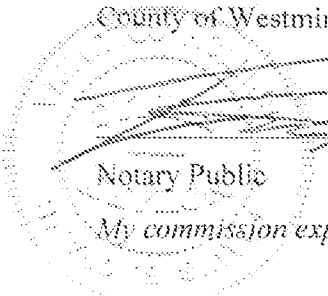
Assignor further covenants and agrees to communicate to Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting said invention, and

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: December 18, 2018

  
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Tony Guglielmin, Director  
Protonex Technology Corporation

On this 18<sup>th</sup> day of December, 2018, before me, Travis S. Cramb, the undersigned Notary Public, personally appeared Tony Guglielmin, ASSIGNOR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity. WITNESS my hand and official seal in Burnaby, British Columbia, Canada in the County of Westminister on the date set forth in this certificate.

  
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Notary Public  
*My commission expires on December 31, 2019*

# EXHIBIT A

## PATENTS

Title	Application No./Patent No.	Application Date/Grant Date
SOFC-CONDUCTION	2017-519562 (Japan)	10/7/2014
SOFC-CONDUCTION	14903601.4 (Europe)	10/7/2014
SOFC-CONDUCTION	11201702330X (Singapore)	10/7/2014
SOFC-CONDUCTION	2,963,775 (Canada)	10/7/2014
SOFC-CONDUCTION	201480082520X (China)	10/7/2014
SOFC-CONDUCTION	PCT/US14/59447 (PCT)	10/7/2014
SOFC-CONDUCTION	2014408260 (Australia)	10/7/2014
SOFC-CONDUCTION	10-2017-7011786 (Korea)	10/7/2014
SOFC-CONDUCTION	14/399,795 (US)	11/7/2014
SOLID OXIDE FUEL CELL WITH FLEXIBLE FUEL ROD SUPPORT STRUCTURE	2016-523789 (Japan)	6/17/2014
SOLID OXIDE FUEL CELL WITH FLEXIBLE FUEL ROD SUPPORT STRUCTURE	10,109,867 (US)	10/23/2018
SOLID OXIDE FUEL CELL WITH FLEXIBLE FUEL ROD SUPPORT STRUCTURE	PCT/US14/42684 (PCT)	6/17/2014
SOLID OXIDE FUEL CELL WITH FLEXIBLE FUEL ROD SUPPORT STRUCTURE	2,916,263 (Canada)	6/17/2014
SOLID OXIDE FUEL CELL WITH FLEXIBLE FUEL ROD SUPPORT STRUCTURE	112014003001.5 (Germany)	6/17/2014
IMPROVED CPOX FUEL REFORMER AND SOFC SYSTEM	PCT/US16/12640 (PCT)	1/8/2016
CPOX FUEL REFORMER AND SOFC SYSTEM	62/243,960 (US)	10/20/2015
SOFC SYSTEM FORMED WITH MULTIPLE THERMALLY CONDUCTIVE PATHWAYS	15/287,402 (US)	10/6/2016
CPOX REACTOR CONTROL SYSTEM AND METHOD	15/908,200 (US)	2/28/2018
IMPROVED CPOX FUEL REFORMER AND SOFC SYSTEM	2018-519826 (Japan)	1/8/2016

IMPROVED CPOX FUEL REFORMER AND SOFC SYSTEM	2016342066 (Australia)	1/8/2016
IMPROVED CPOX FUEL REFORMER AND SOFC SYSTEM	201680072980.3 (China)	6/13/2018
IMPROVED CPOX FUEL REFORMER AND SOFC SYSTEM	16857907.6 (Europe)	1/8/2016
IMPROVED CPOX FUEL REFORMER AND SOFC SYSTEM	10-2018-7014225 (Korea)	5/18/2018
IMPROVED CPOX FUEL REFORMER AND SOFC SYSTEM	11201804110W (Singapore)	5/15/2018
SOFC SYSTEM FORMED WITH MULTIPLE THERMALLY CONDUCTIVE PATHWAYS	PCT/US17/55554 (PCT)	10/6/2017
SOLID OXIDE FUEL CELL SYSTEMS WITH HOT ZONES HAVING IMPROVED REACTANT DISTRIBUTION	8,614,023 (US)	12/24/2013
SOLID OXIDE FUEL CELL SYSTEMS WITH HOT ZONES HAVING IMPROVED REACTANT DISTRIBUTION	8,304,122 (US)	11/6/2012
SOLID OXIDE FUEL CELL SYSTEMS WITH HOT ZONES HAVING IMPROVED REACTANT DISTRIBUTION	9,343,758 (US)	5/17/2016
SOLID OXIDE FUEL CELL SYSTEMS WITH HOT ZONES AND TWO-STAGE TAIL GAS COMBUSTORS	8,197,976 (US)	6/12/2012
PLANAR SOLID OXIDE FUEL STACK	62/373,420 (US)	8/11/2016
PLANAR SOLID OXIDE FUEL STACK	PCT/US17/46246 (PCT)	8/10/2017