

04-25-2002

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Form PTO-1594
FINANCIAL SECTION

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

James Brenton Dehlsen

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Clipper Windpower, Inc.

Internal

Address:

Street Address: 7985 Armas Canyon Rd.

City: Goleta State: CA Zip: 93117

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: February 21, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/443,869

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth A. Linford

Internal Address:

Street Address: 220 E. Figueroa St.

City: Santa Barbara State: CA Zip: 93101

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth A. Linford
Name of Person Signing

Elizabeth Linford
Signature

April 3, 2002
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D. C. 20231

04/24/2002 TDIAZ1 00000174 75443869

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TRADEMARK
REEL: 002492 FRAME: 0260

TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of February 21, 2002 ("Effective Date") between **James Brenton Dehlsen**, an individual with an address of 7985 Armas Canyon Road, Goleta, CA 93117, United States of America ("ASSIGNOR"), and **Clipper Windpower, Inc.**, a Delaware Corporation with a business address of 7985 Armas Canyon Road, Goleta, CA 93117, United States of America ("ASSIGNEE");

WHEREAS, ASSIGNOR is the owner of the trademark ("the Mark") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the services with which the Mark is used ("the Services"); and

WHEREAS, ASSIGNOR is the successor in interest to the ongoing and existing business of Assignor to which the Mark pertains and is desirous of acquiring the Mark and the pending application therefor;

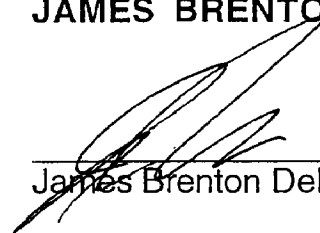
NOW, THEREFORE, in consideration of the payment of TEN DOLLARS AND ZERO CENTS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Mark, together with (1) the goodwill of the business relating to the Services in respect upon which the Mark is used; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the Effective Date.

JAMES BRENTON DEHLSSEN

By:



James Brenton Dehlsen

Exhibit A

TRADEMARK(S)

<u>Mark</u>	<u>Application No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Registered</u>
CLIPPER	75/443,869	N/A	March 3, 1998	N/A