

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/01/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Riley Power Inc.		06/03/2005	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Balcke Durr GmbH
Street Address:	Ernst-Dietrich-Platz 2
City:	Ratingen
State/Country:	GERMANY
Postal Code:	D 40882
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2481806	DELTA WING

CORRESPONDENCE DATA

Fax Number: (202)861-1783
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2028611500
 Email: trademarks@bakerlaw.com
 Correspondent Name: John H. Weber, Baker & Hostetler LLP
 Address Line 1: 1050 Connecticut Avenue, N.W.
 Address Line 2: Washington Square, Suite 1100
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	87433-0087
-------------------------	------------

DOMESTIC REPRESENTATIVE

CH \$40.00 2481806

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Ellen K. Burke

Signature:

/ekb/

Date:

06/13/2007

Total Attachments: 3

source=Riley Power to Balcke Durr#page1.tif

source=Riley Power to Balcke Durr#page2.tif

source=Riley Power to Balcke Durr#page3.tif

APPENDIX A

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into this 3rd day of June, 2005, by and between Riley Power Inc., a Massachusetts corporation having a principal place of business in Worcester, Massachusetts ("Assignor"), and Balcke Durr GmbH, a German corporation having a principal place of business in Ratingen, Germany ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title, and interest in the DELTA WING trademark in the United States, registered on the Principal Register of the U.S. Patent and Trademark Office on August 28, 2001, and having Registration No. 2,481,806 (the "Mark"); and

WHEREAS, Assignor and Assignee are parties to that certain License, effective as of April 1, 2005, and executed on June 3, 2005 (the "License"), the terms, conditions and representations and warranties of which are incorporated herein by reference as if set forth in full;

WHEREAS, pursuant to the License, Assignor now wishes to assign the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor;

NOW, THEREFORE, in consideration of the premises set forth above and in the License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Mark together with the goodwill associated with the Mark, including the federal trademark registration thereof, as well as all common law rights thereto. Assignee shall have the right to sue and collect damages and/or profits for both present and future infringements of the Mark, in accordance with the terms of the License.
2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Mark.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

RILEY POWER INC.

By: ENR Balles
Name: ERIC N BALLES
Title: Sr. V.P. ENG. & TECH

ASSIGNEE:

BALCKE/DÜRR GMBH

By: M. Kienböck
Name: M. KIENBÖCK
Title: President
Brhmann
COO Plant Services

ENR

Commonwealth of Massachusetts)
County of Worcester) ss

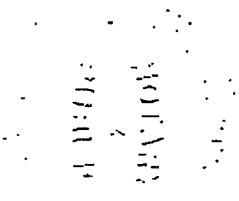
On this 3rd day of June, 2005, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Signature of Notary

(Seal)

My Commission Expires: _____

SEE ATTACHED



Handwritten initials and signature:
G
R
ENTB

MASSACHUSETTS ALL-PURPOSE ACKNOWLEDGMENT

Gov. Exec. Ord. #455 (03-13), §5(d)

Commonwealth of Massachusetts

County of WORCESTER } SS.

On this the 3rd Day of JUNE Month, 2005 Year, before me,

AMBER SCHMELING Name of Notary Public, the undersigned Notary Public,

personally appeared ERIC BAILES Name(a) of Signer(s)

proved to me through satisfactory evidence of identity, which was/were

PERSONALLY KNOWN BY ME Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose(s.)

as partner(s) for _____ Name of Partnership

_____, a partnership.

as _____ Title of Office for

_____, a corporation.

as attorney in fact for _____ Name of Principal Signer

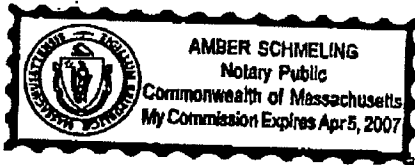
_____, the principal.

as _____ Type of Capacity for _____

_____, a/the _____ Type of Entity

Amber Schmeling Signature of Notary Public

AMBER SCHMELING Printed Name of Notary



Place Notary Seal and/or Any Stamp Above

My Commission Expires APRIL 5, 2007

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRADE MARK ASSIGNMENT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: N/A

Right Thumbprint of Signer
Top of thumb here