

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Millennium Cell, Inc.		03/23/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Protonex Technology Corporation		
<b>Street Address:</b>	153 Northboro Road		
<b>City:</b>	Southborough		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01772		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2900094	HYDROGEN ON DEMAND	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-239-0100		
Email:	trademark@eapdlaw.com		
Correspondent Name:	Andrea J. Mealey EAPD LLP		
Address Line 1:	FDR Station, P.O. Box 130		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	47171.86026		
NAME OF SUBMITTER:	Andrea J. Mealey		
Signature:	/Andrea J Mealey/		
Date:	04/09/2010		

CH \$40.00 2900094

Total Attachments: 1

source=HYDROGEN ON DEMAND Trademark Assignment#page1.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is entered into as of March 23, 2010 by and between George L. Miller, as the duly appointed Chapter 7 trustee of estate of Millennium Cell, Inc. in the United States Bankruptcy Court for the District of Delaware (the "Court"), Case no. 09-11139 ("Assignor") and Protonex Technology Corporation ("Assignee").


WHEREAS, the Assignor is owner of all right, title and interest in and to the registered United States trademark HYDROGEN ON DEMAND, Serial No. 76/013,605, Registration No. 2,900,094, including all goodwill, common law rights and/or trade dress associated therewith (collectively, the "Mark"); and

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee all of Assignor's respective right, title and interest in and to the Mark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Mark, including all goodwill, common law rights and/or trade dress associated therewith, together with the right to sue for and receive all damages from past, present, and future infringement of the Mark.
2. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Mark.
3. Successors and Assigns. This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.
4. Authorization. Assignor authorizes and requests any official throughout the United States whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's respective rights in the Marks.
5. Right to Convey. Assignor hereby covenants that he has full right to convey the entire interest herein pursuant to an Order Approving the Sale of Intellectual Property Assets by Multiple Private Sales Free and Clear of Liens, Claims and Encumbrances Pursuant to Section 363 of the Bankruptcy Code and Establishing Sale Procedures entered by the Court on January 10, 2010.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above.

  
George L. Miller, Chapter 7 Trustee of  
Millennium Cell, Inc.