

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jadoo Power Systems, Inc.		11/07/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fuel Cell Power, Inc.		
Street Address:	445 Park Avenue, Suite 1036		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2835035	JADOO	
CORRESPONDENCE DATA			
Fax Number:	2024033030		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2022986322		
Email:	asikich@dunnerlaw.com		
Correspondent Name:	Adam W. Sikich		
Address Line 1:	3243 P Street, N.W.		
Address Line 4:	Washington, D.C. 20007		
ATTORNEY DOCKET NUMBER:	SIGNA-000		
NAME OF SUBMITTER:	Adam W. Sikich		
SIGNATURE:	/Adam W. Sikich/		
DATE SIGNED:	05/23/2014		
Total Attachments: 15			
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ASSET BILL OF SALE AND ASSIGNMENT

THIS ASSET BILL OF SALE AND ASSIGNMENT (this "Asset Bill of Sale"), dated November 7, 2012, is executed and delivered by JADOO POWER SYSTEMS, INC., a Delaware corporation ("Seller"), to FUEL CELL POWER, INC., a Delaware corporation ("Buyer"), and shall be deemed to be effective as of the date hereof. All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement, dated as of the date hereof, by and among Buyer, Seller and the Principal Shareholders (as defined therein) (the "Agreement").

WITNESSETH:

WHEREAS, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer the Purchased Assets, and Buyer has agreed to purchase, acquire and accept from Seller such Purchased Assets upon the terms and subject to the conditions set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration as stated in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, its successors and assigns, to have and to hold forever, all of Seller's right, title and interest in and to the Purchased Assets, as more fully described in the Agreement, free and clear of all Liens.

2. Seller and Buyer covenant and agree that the representations, warranties, covenants and agreements of the parties contained in the Agreement shall not merge into or with this Asset Bill of Sale, but shall survive this Asset Bill of Sale and become a part hereof and shall continue in full force and effect for the periods specified in the Agreement as though set forth herein at length. Seller and Buyer, by their execution of this Asset Bill of Sale, each acknowledge and agree that neither the representations and warranties nor the rights and remedies of the parties under the Agreement shall be deemed to be enlarged, modified or altered in any way by such execution and acceptance of this Asset Bill of Sale and that the terms and conditions of the Agreement shall govern the transfer of the Purchased Assets, including, without limitation, the rights of indemnification and limitations thereon as set forth in Article 9 of the Agreement.

3. At any time and from time to time after the Closing, at Buyer's request and expense but without further consideration, Seller shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery, and take such other action as Buyer may reasonably request, in order to carry out the transfer, conveyance, assignment and delivery to Buyer, and to confirm Buyer's title to, all of the Purchased Assets.

4. The provisions of this Asset Bill of Sale shall be binding upon Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

5. This Asset Bill of Sale shall be construed and enforced in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

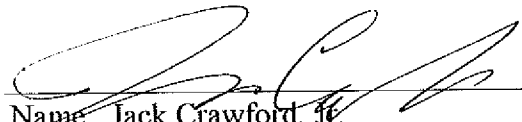
6. This Asset Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Asset Bill of Sale may be executed by facsimile signatures which shall be considered originals.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have caused this Asset Bill of Sale to be duly executed under seal as of and on the date first written above.

SELLER:

JADOO POWER SYSTEMS, INC.

By: 
Name: Jack Crawford, Jr.
Title: Chairman, Board of Directors

BUYER:

FUEL CELL POWER, INC.

By: _____
Name:
Title:

[Signature Page to Asset Bill of Sale]

IN WITNESS WHEREOF, Seller and Buyer have caused this Asset Bill of Sale to be duly executed under seal as of and on the date first written above.

SELLER:

JADOO POWER SYSTEMS, INC.

By: _____

Name:

Title:

BUYER:

FUEL CELL POWER, INC.

By: M. Lefenfeld _____

Name: Michael Lefenfeld

Title: President

[Signature Page to Asset Bill of Sale]

ASSET PURCHASE AGREEMENT

BY AND AMONG

**FUEL CELL POWER, INC.,
as Buyer,**

JADOO POWER SYSTEMS, INC.,

AND

**CERTAIN SHAREHOLDERS OF
JADOO POWER SYSTEMS, INC.,**

as Seller Parties

November 7, 2012

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is made and entered into this 7th day of November, 2012, by and among Fuel Cell Power, Inc., a Delaware corporation (“Buyer”), Jadoo Power Systems, Inc., a Delaware corporation (“Seller”) and certain shareholders of the Seller listed on Exhibit A hereto (the “Principal Shareholders” and, together with the Seller, the “Seller Parties”).

WITNESSETH:

WHEREAS, Seller is engaged in the business of (i) developing, manufacturing and selling technology in the field of the generation of electricity by fuel cells in portable power devices and the field of hydrogen generation for portable power devices (the “Business”) and (ii) developing, manufacturing and selling equipment that heats water and produces electric power from the sun; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller certain assets of the Business related to fuel cell-based portable power and hydrogen generation upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, Seller will retain the business related to water heating and electric power production from the sun (the “Retained Business”).

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS AND USAGE

Section 1.1. **Definitions.** Capitalized terms used in this Agreement shall have the meanings set forth below.

“Affiliate” shall mean, with respect to any Person, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

“Allocation Schedule” shall have the meaning set forth in *Section 3.2*.

“Assets” shall mean the Purchased Assets.

“Agreement” shall mean this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as the same may from time to time be amended, modified or supplemented in accordance with its terms.

such liabilities or obligations; and (d) any amendment, renewal, extension, revision or refunding of any such liability or obligation.

“Indemnification Cap” shall have the meaning set forth in *Section 9.3*.

“Indemnifying Party” shall have the meaning set forth in *Section 9.4(a)*.

“Intellectual Property” shall mean all patents, trademarks, trade names, service marks, service names, trade dress, logos, copyrights and domain names, and any registrations, applications and renewals for any of the foregoing, and all other intellectual property rights in inventions, trade secrets, manufacturing processes, technology, know-how, confidential and proprietary information, ideas, developments, drawings, specifications, bills of material, supplier lists, marketing information, sales and promotional information, business plans, computer software (whether in object code (i.e., machine-readable) or source code (i.e., readable and understandable by a programmer of ordinary skill) form) and all programmer notes and other documentation and tools that would allow a programmer of ordinary skill to maintain, enhance, and create derivative works of such software, test reports, component lists, manuals, instructions, catalogs, processes, designs, and registrations and applications for registration therefor, model numbers, telephone numbers, web addresses, web sites, electronic records of drawings and tooling and other electronic engineering tools, and all other proprietary rights, in each case owned or licensed by Seller and/or used in or otherwise relating to the Business.

“IP Assignment” shall mean the Corporate Worldwide Assignment executed by Seller in favor of Buyer substantially in the form attached hereto as Exhibit D.

“Leased Real Property” shall mean all Real Property presently leased by or otherwise used by Seller in the operation of the Business.

“Liability” shall mean any liability, obligation, expense, claim, loss, damage, Indebtedness, principal, interest, penalty, guaranty or endorsement of or by any Person, absolute or contingent, known or unknown, accrued or unaccrued, due or to become due, liquidated or unliquidated.

“Lien” shall mean any lien, pledge, mortgage, hypothecation, charge, security interest or encumbrance of any kind (including any agreement to give any of the foregoing).

“Loss” shall mean any loss, obligation, claim, liability, settlement payment, award, judgment, fine, penalty, interest charge, expense, damage or other charge (including reasonable attorneys’ fees and costs of investigation).

“Material Adverse Effect” shall mean any change, occurrence or development that has a material and adverse effect on the Purchased Assets, taken as a whole.

“Notice of Claim” shall have the meaning set forth in *Section 9.4(a)*.

“Open Source Software” shall have the meaning set forth in *Section 5.12(b)*.

(e) The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(f) References to “\$” or to “dollars” shall mean United States of America dollars.

(g) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

ARTICLE 2

PURCHASE AND SALE OF ASSETS

Section 2.1. **Purchase and Sale of Assets.** Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer and Buyer shall purchase, acquire and accept from Seller, all of Seller’s right, title and interest in and to all of the assets used in the Business, including, but not limited to (such right, title and interest collectively referred to herein as the “Purchased Assets”):

(a) all inventory, wherever located, including all finished goods, work-in-process and raw materials and all other materials and supplies to be used or consumed by Seller in the Business, as more specifically described on Schedule 2.1(a);

(b) all tangible personal property, including, without limitation, machinery, equipment, furniture, fixtures, office equipment, computer hardware and peripheral equipment, leasehold improvements and vehicles, as more specifically described on Schedule 2.1(b);

(c) all rights and benefits under the Contracts listed on Schedule 2.1(c) (collectively, the “Assumed Contracts”);

(d) all technical books, records and other information relating to the manufacturing, marketing, sales and business development operations of the Business, including, without limitation, customer and supplier lists and records relating to customers and suppliers, technical manuals, products, product designs and product specifications;

(e) any and all rights, claims, credits, causes of action or rights of set-off against third Persons related to the Purchased Assets existing on the Closing Date, including, without limitation, rights under manufacturers’ and vendors’ warranties, rights under insurance policies covering the Purchased Assets and rights under indemnification and contribution agreements;

(f) any and all Permits necessary or required to operate the Purchased Assets and held by Seller on the Closing Date, but only to the extent that the same are transferable or assignable by Seller to Buyer pursuant to the terms thereof and Applicable Law;

(g) any and all rights of Seller and the Business, including goodwill, in and to all Intellectual Property used in the Business;

(h) all rights of Seller in and to websites, e-mail addresses and domain names used or held for use in connection with the Business, including as more specifically described on Schedule 2.1(h) as well as the name “Jadoo Power Systems” and any derivations thereof; provided that Buyer will for a period of one (1) year provide Seller with access to email directed to Jack Crawford, Jacob Jorgensen, Ken Pearson, Kristy Kulp, and James Long.

(i) any and all software and related licenses used or held for use in the Business, including as more specifically described on Schedule 2.1(i);

(j) all rights to Seller’s (i) existing products used in the Business, (ii) discontinued products previously used in the Business and (iii) products in development for the Business, as more specifically described on Schedule 2.1(j); and

(k) any and all documentation, policies, data, literature, advertising materials and other books and records or portions thereof that relate to the foregoing assets.

Section 2.2. **Excluded Assets.** Notwithstanding anything to the contrary contained in this Agreement, Seller is not selling hereunder, and Buyer is not purchasing or assuming, and Seller shall retain without compensation to Buyer all assets other than the Purchased Assets (the “Excluded Assets”), which Excluded Assets include without limitation the following assets:

(a) All cash, cash equivalents and short-term investments;

(b) All minute books, stock records and corporate seals;

(c) Those rights relating to deposits and prepaid expenses and claims for refunds and rights to offset in respect thereof listed in Schedule 2.2(c);

(d) All insurance policies except to the extent transferred pursuant to Section 2.1(e);

(e) All personnel records and other records that Seller is required by Applicable Law to retain;

(f) All claims for refund of Taxes and other governmental charges of whatever nature;

(g) All rights in connection with any assets of any of Seller’s employee plans;

(h) All contracts or agreements relating solely to the Retained Business;

(i) The contracts listed on Schedule 2.2(i)

alleged default or state of facts which with notice or lapse of time or both would constitute a default by Seller, or by any other party, in the performance of any obligation to be performed or paid by Seller or such other party under any Contract. There are no disputes pending or, to Seller's Knowledge, threatened, or written claims for poor performance under any material Contract, and none of the parties thereto have given notice to Seller that, any such party intends to terminate any material Contract. Seller has delivered to Buyer a true, correct and complete copy of each material Contract (other than oral Contracts), including any and all amendments, modifications and waivers, oral or written, thereto. Seller is neither a party to, nor is Seller bound by, any agreement or commitment of any kind that restricts the conduct of the Business or the use of the Assets in any material respects, including, without limitation, in respect of any geographic area or during any period of time.

Section 5.10. **Licenses and Permits.** Seller has provided Buyer a complete and accurate list of all permits, licenses, registrations, orders and other approvals or operating authorizations of any and all Governmental Authorities that are required to use the Purchased Assets immediately prior to the Closing (collectively, the "Permits").

Section 5.11. **Taxes.** Seller has timely filed all Tax returns that are required to be filed, and all such Tax returns are true, complete and accurate in all material respects. Except as set forth on Schedule 5.11, Seller has timely paid all Taxes which are due (whether or not shown as due on a Tax return), or claimed or asserted by any Tax authority to be due. Except as set forth on Schedule 5.11, there has been no issue raised or adjustment proposed (and none is pending) by any Tax authority with respect to Taxes. There are no Liens for Taxes upon any of the Assets that arose because Seller failed (or allegedly failed) to pay any Tax when due. There is no pending Tax audit or examination, nor any action, suit, investigation, claim or deficiency asserted against Seller. Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, member, owner or other Person and has complied in all material respects with all information reporting and back-up withholding requirements, including maintenance of required records with respect thereto, in connection with amounts paid or owing to any employee, creditor, independent contractor, or other third party. Seller is not, and has never been, a party to any "reportable transaction" as defined in Code Section 6707A(c)(1) and Treasury Regulation Section 1.6011-4(b).

Section 5.12. **Intellectual Property.**

(a) Schedule 5.12 is a complete and accurate list of Registered Intellectual Property that is owned by, or filed in the name of Seller, and the jurisdiction in which it is registered or application therefor has been made. The Intellectual Property set forth on Schedule 5.12 and any other Intellectual Property that is owned by, or licensed to, Seller other than Intellectual Property widely available through regular commercial distribution channels on standard terms is referred to herein as "Seller Intellectual Property". Except as described on Schedule 5.12, Seller owns all right, title and interest in and to all Seller Intellectual Property free and clear of all Liens (excluding licenses and related restrictions granted in the ordinary course). The Seller Intellectual Property, together with common law trademarks, service marks, trade names, trade dress, logos, business and product names and slogans owned by or licensed to Seller, commercially available software, trade secrets and know-how in the possession of

employees of Seller, and flow sheets and other technical documents available at the premises of Seller, includes all Intellectual Property reasonably necessary for the conduct and operation of the Business as historically conducted or as now being conducted. No current or former employee and no other Person owns or has any proprietary, financial or other interest, direct or indirect, in whole or in part, and including any right to royalties or other compensation, in any of the Seller Intellectual Property, or in any application therefor. All past and present employees and independent consultants and contractors who have been involved in the development or use of any of the Seller Intellectual Property have entered into agreements pursuant to which each of such Persons have agreed to protect the confidentiality of the applicable Seller Intellectual Property and has assigned to Seller all Intellectual Property and proprietary rights authored, developed, or otherwise created by such Person without restriction or obligation on the part of Seller or anyone else to the extent such assignments are allowed under California law, and such agreements are valid and enforceable in accordance with their terms. None of the Seller Intellectual Property is subject to any outstanding order, ruling, decree, judgment or stipulation to which Seller is or has been made a party by or with any Governmental Authority, or been the subject of any proceeding by or against Seller (whether or not resolved in favor of Seller). Seller has taken all commercially reasonable actions to protect, maintain, and enforce the Seller Intellectual Property.

(b) Seller is not a party to any agreement or arrangement, or otherwise subject to any duty or obligation, which (in either case) (i) restricts the free use, license or disclosure by Seller of any source code relating to any of Seller's material proprietary Software (collectively, "Seller Software"), or (ii) requires Seller to: (x) include any source code relating to any Seller Software with any distribution or delivery (whether physical or on a hosted basis) of such software and/or (y) permit any licensee of any Seller Software to modify any source code relating to any Seller Software. No "Open Source Software" has been or is used or incorporated or complied with any Seller Software (and for these purposes Open Source Software means software distributed as "free software", "open source software" or under a similar licensing or distribution model, including, but not limited to, any license described by the Open Source Initiative at www.opensource.org.) No source code for any Seller Software has been delivered, licensed, or made available to any escrow agent or other Person who is not, as of the date of this Agreement, an employee of Seller. Seller does not have a duty or obligation (whether present, contingent, or otherwise) to deliver, license, or make available the source code for any Seller Software to any escrow agent or other Person who is not, as of the date of this Agreement, an employee of Seller. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to, result in the delivery, license, or disclosure of the source code for any Seller Software to any Person who is not, as of the date of this Agreement, an employee of Seller. Except as otherwise set forth on Schedule 5.12, in each agreement in which Seller or any Affiliate has licensed any Seller Software to any Person, Seller or its Affiliate, as applicable, has not: (A) failed to limit its liability to the amount of the fees paid pursuant to the agreement, or (B) warranted as to the performance or functionality of Seller Software other than stating that Seller Software would perform in accordance with its documentation and/or specifications.

(c) Schedule 5.12 lists all material agreements or arrangements (i) pursuant to which any of the Seller Intellectual Property has been licensed to or used by any Person other than Seller, or which permits use by any such other Person (through non-assertion, settlement or

IN WITNESS WHEREOF, each of the parties hereto has executed this Asset Purchase Agreement as of the date first above written.

BUYER

FUEL CELL POWER, INC.

By: M Lefenfeld
Name: Michael Lefenfeld
Title: President

SELLER

JADOO POWER SYSTEMS, INC.

By: _____
Name: Jack Crawford, Jr.
Title: Chairman

PRINCIPAL SHAREHOLDERS

VELOCITY VC PARTNERS II, LP

By: _____
Name:
Title:

VELOCITY VC II JADOO, LP

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has executed this Asset Purchase Agreement as of the date first above written.

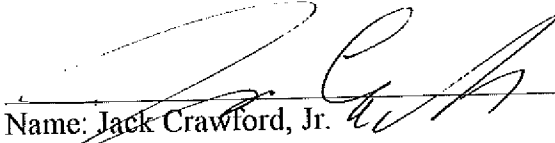
BUYER

FUEL CELL POWER, INC.

By: _____
Name:
Title:

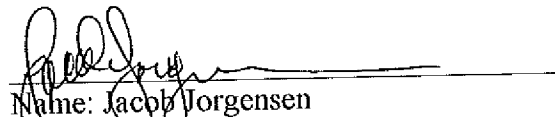
SELLER

JADOO POWER SYSTEMS, INC.

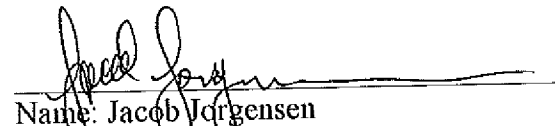
By: 
Name: Jack Crawford, Jr.
Title: Chairman

PRINCIPAL SHAREHOLDERS

VELOCITY VC PARTNERS II, LP

By: 
Name: Jacob Jorgensen
Title: General Partner

VELOCITY VC II JADOO, LP

By: 
Name: Jacob Jorgensen
Title: General Partner

Schedule 5.12 – Intellectual Property

Patents Assigned to Jadoo Power

1. Issued Patents

Patent Number/Date	Patent Name	Registered Jurisdiction
6,815,113, Nov 9, 2004 in force—Maintenance fee paid 3/2012 for year 8 assigned to Jadoo Power Systems, Inc. Reel/Frame 016174/0869 recorded 04-28-2005	Compliant Electrical Contacts for Fuel Cell Use	U.S.
6,989,651, Jan 24, 2006 in force—Maintenance fee paid 7/2009 for year 4 assigned to Jadoo Power Systems, Inc.. Reel/Frame 015346/0800 recorded 11-05-2004 security interest from Jadoo Power Systems, Inc. to Community Business Bank Reel/Frame 020976/0117 recorded 05-21-2008	Fuel Cell Power Module and System Including Same	U.S.
6,992,460, Jan 31, 2006 in force—Maintenance fee paid 7/2009 for year 4 security interest from Jadoo Power Systems, Inc. to Community Business Bank Reel/Frame 020976/0117 recorded 05-21-2008	Fuel Cell Network Power System	U.S.
7,166,985, Jan 23, 2007 in force—Maintenance fee paid 7/2010 for year 4 security interest from Jadoo Power Systems, Inc. to Community Business Bank Reel/Frame 020976/0117 recorded 05-21-2008	Fuel Cell Power System Having a Plurality of Rack Fuel Cell Power Modules	U.S.
7,482,778, Jan 27, 2007 in force—Maintenance fee due in 1/2013 for year 4 security interest from Jadoo Power Systems, Inc. to Community Business Bank Reel/Frame 020976/0117 recorded 05-21-2008	Fuel Cell Power System Having a Master Control Unit and a Plurality of Fuel Cell Power Units	U.S.
7,241,523, July 10, 2007 in force—Maintenance fee paid in 12/2010 for year 4 assignment to Jadoo Power Systems, Inc. Reel/Frame 013846/0497 recorded on 8-1-2003 and to Jadoo Power Systems Inc. Reel Frame 013869/0540 recorded on 8-12-2003 and security interest from Jadoo Power Systems, Inc. to Community Business Bank Reel/Frame 020976/0117 recorded 05-21-2008	Forced Air Fuel Cell Power System	U.S.

Trademarks Owned By Jadoo Power

Trademark	Registered Date	Reg. No.	Country of registration	Registered Proprietor	Class of goods
Jadoo	4/20/2004	2,835,035	US	Jadoo Power Systems	Fuel cells in Class 9
NAB	9/13/2005	2,995,602	US	Jadoo Power Systems	Fuel cells etc in Class 9
More Power, More Possibilities	11/29/2005	3,019,068	US	Jadoo Power Systems	Fuel cells etc in Class 9