

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472809

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
SiGNa Chemistry, Inc.		05/30/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intelligent Energy Limited		
<b>Street Address:</b>	Charnwood Building, Holywell Park, Ashby Road		
<b>City:</b>	Loughborough, Leiceistershire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	LE11 3GB		
<b>Entity Type:</b>	Limited Liability Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4130749	MOBILE-H2	
<b>Registration Number:</b>	4130750	FUELED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	bhipdocket@bakerlaw.com		
<b>Correspondent Name:</b>	Baker & Hostetler LLP		
<b>Address Line 1:</b>	600 Anton Blvd, Suite 900		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>NAME OF SUBMITTER:</b>	Kajsa M. Bohman		
<b>SIGNATURE:</b>	/Kajsa M. Bohman/		
<b>DATE SIGNED:</b>	05/04/2018		
<b>Total Attachments: 65</b>			
source=Purchase_Agreement#page1.tif			
source=Purchase_Agreement#page2.tif			
source=Purchase_Agreement#page3.tif			
source=Purchase_Agreement#page4.tif			
source=Purchase_Agreement#page5.tif			
source=Purchase_Agreement#page6.tif			

CH \$65.00 4130749

source=Purchase\_Agreement#page7.tif  
source=Purchase\_Agreement#page8.tif  
source=Purchase\_Agreement#page9.tif  
source=Purchase\_Agreement#page10.tif  
source=Purchase\_Agreement#page11.tif  
source=Purchase\_Agreement#page12.tif  
source=Purchase\_Agreement#page13.tif  
source=Purchase\_Agreement#page14.tif  
source=Purchase\_Agreement#page15.tif  
source=Purchase\_Agreement#page16.tif  
source=Purchase\_Agreement#page17.tif  
source=Purchase\_Agreement#page18.tif  
source=Purchase\_Agreement#page19.tif  
source=Purchase\_Agreement#page20.tif  
source=Purchase\_Agreement#page21.tif  
source=Purchase\_Agreement#page22.tif  
source=Purchase\_Agreement#page23.tif  
source=Purchase\_Agreement#page24.tif  
source=Purchase\_Agreement#page25.tif  
source=Purchase\_Agreement#page26.tif  
source=Purchase\_Agreement#page27.tif  
source=Purchase\_Agreement#page28.tif  
source=Purchase\_Agreement#page29.tif  
source=Purchase\_Agreement#page30.tif  
source=Purchase\_Agreement#page31.tif  
source=Purchase\_Agreement#page32.tif  
source=Purchase\_Agreement#page33.tif  
source=Purchase\_Agreement#page34.tif  
source=Purchase\_Agreement#page35.tif  
source=Purchase\_Agreement#page36.tif  
source=Purchase\_Agreement#page37.tif  
source=Purchase\_Agreement#page38.tif  
source=Purchase\_Agreement#page39.tif  
source=Purchase\_Agreement#page40.tif  
source=Purchase\_Agreement#page41.tif  
source=Purchase\_Agreement#page42.tif  
source=Purchase\_Agreement#page43.tif  
source=Purchase\_Agreement#page44.tif  
source=Purchase\_Agreement#page45.tif  
source=Purchase\_Agreement#page46.tif  
source=Purchase\_Agreement#page47.tif  
source=Purchase\_Agreement#page48.tif  
source=Purchase\_Agreement#page49.tif  
source=Purchase\_Agreement#page50.tif  
source=Purchase\_Agreement#page51.tif  
source=Purchase\_Agreement#page52.tif  
source=Purchase\_Agreement#page53.tif  
source=Purchase\_Agreement#page54.tif

source=Purchase\_Agreement#page55.tif  
source=Purchase\_Agreement#page56.tif  
source=Purchase\_Agreement#page57.tif  
source=Purchase\_Agreement#page58.tif  
source=Purchase\_Agreement#page59.tif  
source=Purchase\_Agreement#page60.tif  
source=Purchase\_Agreement#page61.tif  
source=Purchase\_Agreement#page62.tif  
source=Purchase\_Agreement#page63.tif  
source=Purchase\_Agreement#page64.tif  
source=Purchase\_Agreement#page65.tif

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the “**Agreement**”) is entered into by and between, on the one hand, Intelligent Energy Limited, a limited company registered in England and Wales, having a registered office address of Charnwood Building, Holywell Park, Ashby Road, Loughborough, Leicestershire LE11 3GB (“**IE**”), and on the other hand, SiGNa Chemistry, Inc., a Delaware corporation, with its principal place of business at 845 Third Avenue, Suite 623, New York City, NY 10022, and Fuel Cell Power, Inc., a Delaware corporation, with its principal place of business at 845 Third Avenue, Suite 623, New York City, NY 10022 (SiGNa Chemistry, Inc. and Fuel Cell Power, Inc. are collectively referred to herein as “**Seller**”), and is effective as of May 30, 2014 (the “**Effective Date**”). The parties hereby agree as follows:

### 1. BACKGROUND

1.1 Seller owns (i) certain provisional patent applications, patent applications, patents, and/or related foreign patents and applications, (ii) certain trademarks and their corresponding registrations and applications and/or related foreign trademark registrations and applications and (iii) certain copyrights, and (iv) certain tangible personal property and technical data relating to hydrogen generation methods and systems for fuel cells and to hydrogen fuel cells.

1.2 Seller wishes to sell to IE (i) all right, title, and interest in such patents, patent applications, copyrights, and trademarks, and the causes of action to sue for past, present and future infringement thereof and other enforcement rights and (ii) all right, title, and interest in such tangible personal property and technical data.

1.3 IE wishes to purchase from Seller (i) all right, title, and interest in such patents, patent applications, copyrights, and trademarks, and the causes of action to sue for infringement thereof and other enforcement rights, free and clear of any restrictions, liens, claims, and encumbrances and (ii) all right, title, and interest in such tangible personal property and technical data.

### 2. DEFINITIONS

“**Affiliate**” means any Entity in whatever country organized, that controls, is controlled by or is under common control of a party to this Agreement. The term “**control**” means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise.

“**Assert**” means to bring an action of any nature before any legal, judicial, arbitration, administrative, executive or other type of body or tribunal that has or claims to have authority to adjudicate such action in whole or in part. Examples of such body or tribunal include, without limitation, United States State and Federal Courts, the United States International Trade Commission and any foreign counterparts of any of the foregoing.

“**Assigned Copyrights**” means the Seller’s works of authorship and other copyrights developed or created for or used in any of Seller’s hydrogen fuel cell or fuel generation businesses (with respect to fuel cells); in each case in existence as of the Closing.

“**Assigned Patent Rights**” means the Patents and the additional rights set forth in Section 4.2.

**“Assigned Trademarks”** means all of the following: (a) the common law and federally registered marks “Mobile-H2” (US Reg. No. 4130749), “Fueled” (US Reg. No. 4130750), and “Jadoo” (US Reg. No. 2835035), (b) any foreign registrations or applications for same, including, without limitation, those identified in Exhibits C-2-A and C-2-B, (c) any and all rights, priorities and privileges of Seller provided under the laws of the United States and all other state or foreign laws, multinational law, compact, treaty, protocol convention or organization with respect to the foregoing, (d) with respect to all of the foregoing, the goodwill appurtenant thereto, (e) all rights to collect royalties and proceeds in connection with any of the foregoing, (f) all rights to prosecute and maintain any of the foregoing, and (g) rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover and retain damages (including attorney’s fees and expenses) or lost profits in connection therewith.

**“Deemed Liquidation Event”** means (a) a merger or consolidation in which (i) IE is a constituent party or (ii) a subsidiary of IE is a constituent party and IE issues shares of its capital stock pursuant to such merger or consolidation, except any such merger or consolidation involving IE or a subsidiary in which the shares of capital stock of IE outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; (b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by IE or any subsidiary of IE of all or substantially all the assets of IE and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of IE if substantially all of the assets of IE and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of IE; or (c) a public offering of IE’s ordinary shares on an internationally-recognized securities exchange.

**“Docket”** means Seller’s or its agents’ list or other means of tracking information relating to the prosecution or maintenance of the Patents throughout the world, including, without limitation, the names, addresses, email addresses, and phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings, which list or other means of tracking information is current as of the Effective Date and the Closing.

**“Entity”** means any person, corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

**“Executed Assignments”** means both the executed Assignment of Patent Rights on Exhibit C-1 and the executed trademark assignments on Exhibits C-2-A and C-2-B, in each case as required by Section 3.2 and signed by a duly authorized representative of Seller, and the additional documents Seller may be required to execute and deliver under Section 5.4.

**“Listed Patents”** means the provisional patent applications, patent applications, and patents listed on Exhibit A.

“**myFC**” means myFC AB, a company with its headquarters located at Saltmätargatan 8A, 113 59 Stockholm, Sweden, and its affiliates. myFC does not include its acquirers, successors or assigns.

“**Ordinary Shares**” means one hundred thousand (100,000) 5p ordinary shares in Intelligent Energy Holdings plc, with a price per share of 300p.

“**Patents**” means (a) Listed Patents; (b) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any of the Listed Patents; (c) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any of the Listed Patents; (d) rights provided by multinational treaties or conventions for any of the Listed Patents; (e) patents or patent applications to which any of the Listed Patents claims priority or to which any of the Listed Patents forms a basis for priority; and (f) patents or patent applications that as of the Effective Date are subject to a terminal disclaimer with any of the Listed Patents.

“**Prosecution History Files**” means all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance and registration of the Patents or Assigned Trademarks, and such files, documents and tangible things constituting, comprising or relating to the assertion or enforcement of the Patents or Assigned Trademarks to the extent that they could be deemed to affect the scope, validity, patentability, or enforceability of the Patents or Assigned Trademarks.

“**Puck Patents**” means the Listed Patents set forth on Exhibit K.

“**Puck Product**” means (1) a myFC NaSi fuel cell cartridge that is commercially available as of the Closing, as shown on Exhibit J, and (2) any new cylindrical version that myFC NaSi fuel cell cartridge having a capacity up to 12 liters of hydrogen gas produced and otherwise having the specification identified on Exhibit J.

“**Purchased Tangible Assets**” means the tangible personal property set forth on Exhibit D.

“**Retained Patents**” means all patents and patent applications (other than the Patents) owned, licensed or otherwise controlled by Seller or a Seller Affiliates that (i) have a priority date or were the subject of an invention made prior to the Closing and (ii) relate to, have the same subject matter or are required or useful for the exploitation of silicide in the fuel cell market. Retained Patents includes, without limitation, the Retained Silicide Patents and all others that relate to fuel cells or hydrogen generation devices for fuel cells.

“**Retained Silicide Patents**” means those patents and patent applications listed on Exhibit H and other patents or patent applications claiming priority to those patents and applications.

“**Taxes**” means transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest thereon) not based on Seller’s net income.

“**Technical Data**” means the data, information (including, without limitation, know-how and trade secrets), reports, works of authorship and materials that relate to Seller’s hydrogen fuel cell and

fuel generation business (with respect to fuel cells), including, without limitation, that are described or identified on Exhibit D; in each case in existence as of the Closing except as otherwise indicated on Exhibit D.

### 3. DELIVERY, PAYMENT AND CLOSING

3.1 Closing. The closing of the sale of the Assigned Patent Rights, Assigned Trademarks, Assigned Copyrights, the Purchased Tangible Assets and the Technical Data hereunder will occur when all conditions set forth in Section 3.2 have been satisfied or waived and the payments set forth in Section 3.3(a) and (c) are made (the “**Closing**”). IE and Seller will use reasonable efforts to carry out the Closing within thirty (30) calendar days following the Effective Date.

3.2 Closing Conditions. The following are conditions precedent to IE’s obligation to make the payment in Section 3.3.

(a) Signature by Seller. Seller has executed this Agreement and delivered a copy of this executed Agreement to IE.

(b) Compliance With Agreement. Seller performed and complied in all respects with all of the obligations under this Agreement that are to be performed or complied with by it on or prior to the Closing.

(c) Representations and Warranties True. As of the Effective Date and as of the Closing, the representations and warranties of Seller contained in Section 6 are true and correct in all material respects.

(d) Patents Not Abandoned. As of the Effective Date and as of the Closing, none of the Listed Patents identified as “in force” or “pending” have expired, lapsed, been abandoned, or deemed withdrawn.

(e) Delivery of Executed Assignments. Seller caused the Executed Assignments to be delivered to IE. IE may record the Executed Assignments with any applicable patent, trademark, copyright and other government intellectual property offices only on or after the Closing.

(f) Delivery of Bill of Sale. Seller caused the bill of sale in the form of Exhibit E (the “**Bill of Sale**”), duly executed by Seller, to be delivered to IE.

(g) Purchased Tangible Assets. The Purchased Tangible Assets have been disassembled, are packaged in a commercially reasonable manner for shipment and are ready for pickup by IE.

(h) Supply Agreement. The Seller and IE have duly executed a supply agreement in the form of Exhibit F (“**Supply Agreement**”).

(i) Subscription Agreement. The Seller and IE have duly executed a subscription agreement (“**Subscription Agreement**”).

(j) Filing of Extension. Seller has filed a three month extension with the United States Patent and Trademark Office respect to the pending office action response due on May 28th, 2014 for U.S. patent application no. 13/465,863.

3.3 Delivery. Seller will use its best efforts to send to IE, at Seller's expense, the items identified on Exhibits B and D (the "**Deliverables**") within ten (10) calendar days following the Closing, but in no event will the delivery of the Deliverable occur more than 30 calendar days following the Closing. If originals of the Deliverables are not available and delivered to IE as of such time, Seller will cause (i) such originals of the Deliverables to be sent to IE promptly when such originals are located and (ii) Seller will deliver to IE an affidavit detailing Seller's efforts to locate such unavailable original documents and details regarding how delivered copies were obtained. IE will arrange to pick up the Purchased Tangible Assets, at IE's expense, on or about the Closing. After the Closing, Seller will also deliver to IE the Post Closing Technical Information as specified on Exhibit D.

3.4 Payment.

(a) Cash at Closing. At Closing, IE will pay to Seller the amount of US \$800,000 by wire transfer to a designated bank account of Seller's counsel. Prior to this Closing, Seller will have its counsel furnish IE with all necessary information to make the wire transfer to a designated bank account of Seller's counsel.

(b) Cash Upon Receipt of Deliverables, Purchased Tangible Assets and Technical Data. Upon the later of 30 days after Closing and IE's receipt of the Deliverables, the Purchased Tangible and the Technical Data, IE will pay to Seller an additional amount of US \$200,000 by wire transfer to a designated bank account of Seller, using the bank account wire instruction information provided by Seller prior to Closing.

(c) No Deemed Liquidation Event. After Closing, if a Deemed Liquidation Event does not occur by the end of the day on May 31, 2015, and Seller continues to hold the Ordinary Shares until May 31, 2015, then IE will pay to Seller an additional amount of US \$200,000 by wire transfer within five business days.

3.5 Taxes.

(a) Seller and IE agree to allocate the purchase price among the Assigned Patent Rights, Assigned Copyrights, Assigned Trademarks, the Purchased Tangible Assets and the Technical Data for all purposes (including tax and financial accounting) in accordance with Exhibit G. IE and Seller shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation.

(b) IE shall be entitled to deduct and withhold from the purchase price all taxes that IE may be required to deduct and withhold under any applicable tax law. All such withheld amounts shall be treated as delivered to Seller hereunder.

(c) All Taxes incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by IE when due. IE shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Seller



shall cooperate with IE with respect thereto as necessary for such filing to timely and accurately occur).

#### **4. TRANSFER OF PATENTS AND ADDITIONAL RIGHTS; TRANSFER OF OTHER INTELLECTUAL PROPERTY RIGHTS AND PURCHASED TANGIBLE ASSETS AND TECHNICAL DATA**

4.1 Assignment of Patents Trademarks and Copyrights. Effective as of the Closing, Seller hereby sells, assigns, transfers, and conveys to IE, or shall have caused its Affiliates to sell, assign, transfer and convey to IE, all right, title, and interest in and to the Patents, Assigned Copyrights and Assigned Trademarks. Seller understands and acknowledges that if any of the Patents, Assigned Copyrights or Assigned Trademarks are assigned to Seller's Affiliates, Seller may be required prior to the Closing to perform certain actions to ensure that the foregoing sale, assignment, transfer and conveyance of the Patents, Assigned Copyrights and Assigned Trademarks is effective.

4.2 Assignment of Additional Rights. Effective as of the Closing, Seller hereby also sells, assigns, transfers, and conveys to IE, or shall have caused its Affiliates to sell, assign, transfer and convey to IE, all right, title and interest in and to all

(a) inventions, invention disclosures, and discoveries described in any of the Listed Patents to the extent that such inventions, invention disclosures and discoveries are disclosed in sufficient detail to support a patent claim in any pending or future application, reexamination or reissue of the Patents but only to the extent that such inventions, invention disclosures and discoveries are not also disclosed in sufficient detail to support a patent claim in any pending or future application, reexamination or reissue of the Retained Patents;

(b) rights to apply in any or all countries of the world for patents, certificates of invention and utility models, claiming any inventions, invention disclosures, and discoveries described in any of the Listed Patents to the extent that such inventions, invention disclosures and discoveries could be claimed in any of the Patents but only to the extent that such inventions, invention disclosures and discoveries are not also disclosed in sufficient detail to support a patent claim in any pending or future application, reexamination or reissue of the Retained Patents; and

(c) past, present or future causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents, Assigned Copyrights, Assigned Trademarks, the rights described in Section 4.2(b), or Technical Data, including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current and future infringement, and (iv) rights to collect royalties or other payments under or on account of any of the Patents, Assigned Copyrights, Assigned Trademarks and/or any of the foregoing.

4.3 Existing Licenses. The transfers of the Assigned Patent Rights, Assigned Copyrights and Assigned Trademarks pursuant to Section 4.1 and 4.2 are not subject to any existing licenses and covenants not to sue executed prior to the Closing that are binding on successors to any of the applicable Patents, Assigned Copyrights or Assigned Trademarks. IE will not assume the obligations under any existing licenses of, and covenants not to sue on, the Patents, and, for the avoidance of doubt, any existing licensing or covenant not to sue agreements and rights resulting

from such agreements (including but not limited to royalties payable under such agreements) shall not be transferred to IE under this Agreement.

4.4 Non-Assert. Effective as of the Closing, Seller agrees that Seller shall not Assert any Retained Patent against any of IE, its Affiliates, or it or their manufacturers, customers (direct or indirect), licensees (direct or indirect), distributors (direct or indirect), agents (direct or indirect) and contractors (direct or indirect) for the manufacture, use, import, offer for sale, sale or other disposition of any products or services or the practice of any process or method, in each case only with respect to any IE designed product consisting of a hydrogen fuel cell device or any apparatus to generate hydrogen for use by a hydrogen fuel cell. This non-assert does not apply to the Product (as that term is defined in the Supply Agreement). If Seller assigns (directly or by operation of law) ownership of any of its Retained Patents to a third party not bound by this Agreement, then effective immediately prior to such assignment, Seller agrees that IE and its Affiliates will have a nonexclusive license, without right of sublicense, to practice such assigned Retained Patents. This conditional license will remain in full force and effect until mutually agreed otherwise by the parties in writing.

4.5 Assignment of Purchased Tangible Assets and Technical Data. Effective as of the Closing, Seller assigns, transfers, conveys and delivers to IE all of Seller's right, title and interest in the Purchased Tangible Assets and the Technical Data, free and clear of any mortgage, pledge, lien, license, charge, security interest, claim or other encumbrance ("**Encumbrance**"). The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Tangible Assets to IE.

4.6 No Liabilities. IE shall not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

## 5. ADDITIONAL OBLIGATIONS

5.1 Further Cooperation. At the reasonable request of IE, Seller will execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment, and recordation of other such papers, and using commercially reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto IE the benefit of the transactions contemplated hereby. To the extent any attorney-client privilege or the attorney work-product doctrine applies to any portion of the Prosecution History Files, Seller will ensure that, if any such portion of the Prosecution History File remains under Seller's possession or control after the Effective Date, it is not disclosed to any third party unless (a) disclosure is ordered by a court of competent jurisdiction, after all appropriate appeals to prevent disclosure have been exhausted, and (b) Seller gave IE prompt notice upon learning that any third party sought or intended to seek a court order requiring the disclosure of any such portion of the Prosecution History Files. In addition, Seller will continue to prosecute, maintain, and defend the Patents and the Assigned Trademarks and, to the extent any of the Assigned Copyrights are registered or have a pending registration, at its sole expense until the Closing. Additionally and notwithstanding anything to the contrary in this Agreement, for a period of 30 days following the Closing, Seller will, unless otherwise instructed by IE, continue, in the

ordinary course, the prosecution of any and all activities, matters and proceedings before the USPTO and foreign patent offices relating to any of the Patents or Assigned Trademarks, including, without limitation, any reissues or reexaminations of any issued United States patent and the prosecution and the continuing prosecution of any pending United States or foreign patent applications among the Patents; provided, however, that Seller shall have IE review, comment upon and approve all actions undertaken in the prosecution of all patents and applications and registered trademarks and applications.

5.2 Common Interest Agreement. With regard to Seller's business relating to hydrogen generation methods and systems for fuel cells and to hydrogen fuel cells until the Closing, IE and Seller recognize that they share common interests, including but not limited to common legal interests relating to the scope, validity, and enforceability of the Patents, and in maximizing the value of the Patents for IE, on the one hand, as purchaser and for Seller, on the other hand, as licensee and recipient of proceeds of the transaction contemplated by this Agreement (the "**Common Interest**"). In furtherance of the Common Interest, the parties or their counsel may exchange information (including information exchanged as part of the Deliverables) that is attorney-client privileged or work product, including without limitation communications (whether oral or written), documents, things, mental impressions, factual materials, memoranda, or opinions relating to the Patents (such information, the "**Common Interest Information**"). The parties acknowledge and agree that they desire and intend by this Agreement that the common interest privilege, to the fullest extent permitted by law, attaches to any Common Interest Information exchanged, and that no such exchange of Common Interest Information between the parties or their counsel shall waive any applicable privilege or protection to such Common Interest Information.

5.3 Payment of Fees. Seller will pay any maintenance fees, annuities, and the like due or payable on the Patents, Assigned Copyrights and Assigned Trademarks until the Closing. For the avoidance of doubt, Seller shall pay any maintenance fees for which the fee is payable (e.g., the fee payment window opens) on or prior to the Closing even if the surcharge date or final deadline for payment of such fee would be after the Closing. Seller hereby gives IE power-of-attorney to (a) execute documents in the name of Seller in order to effectuate the recordation of the transfers of any portion of the Patents, Assigned Copyrights and Assigned Trademarks in an governmental filing office in the world and (b) instruct legal counsel to take steps to pay maintenance fees and annuities that Seller declines to pay and to make filings on behalf of Seller prior to the Closing and otherwise preserve the assets through the date of the Closing. Such power-of-attorney is irrevocable and coupled with an interest.

5.4 Foreign Assignments. To the extent the Patents, Assigned Trademarks and Assigned Copyrights include non-United States patents and patent applications or trademark or copyright registrations or applications for registration, Seller will promptly deliver to IE, upon IE's request, executed documents in a form as may be required in the non-U.S. jurisdiction in order to perfect the assignment to IE of the non-U.S. patents and patent applications and trademarks and copyright registrations and applications.

5.5 Conduct. Seller shall not engage in any act or conduct, or omit to perform any necessary act, the result of which would invalidate any portion of any of the Patents, Assigned Copyrights or Assigned Trademarks or render any portion of them unenforceable.

5.6 Puck Products. IE acknowledges that Seller previously designed and supplies Puck Products to myFC. Seller and IE each hereby agrees as follows:

(a) IE shall not make, sell or offer for sale a Puck Product (as it exists at the Closing). For the avoidance of doubt, this subpart does not prohibit IE from making, selling or offering for sale a NaSi fuel cell cartridge that is different than a Puck Product as of the Closing.

(b) Seller shall refer to IE any inquiries or requests by myFC for design services with respect to a product that would otherwise come within the definition of a Puck Product.

(c) Seller, on behalf of itself and its Affiliates, shall not directly or indirectly provide myFC with any design or consulting services with respect to any new fuel cartridge, fuel canister or hydrogen generation apparatus. For the avoidance of doubt, this subpart does not prohibit Seller from advising with respect to the Product (as defined in the Supply Agreement) and providing technical data and support with respect to the Product.

(d) IE shall not Assert any Patents against myFC with respect to the manufacture, use, import, offer for sale or sale of any of Puck Products, on condition that myFC does not Assert any patents or other intellectual property rights against IE or any of its Affiliates. For the avoidance of doubt, the foregoing covenant does not apply to any product other than the Puck Products (including the permitted enlargement), nor does this Section 5.6(d) apply to any patents other than the Puck Patents. Seller may communicate to myFC, under Seller's non-disclosure agreement with myFC, the existence and substance of the non-assert granted by this paragraph using the wording that IE has approved in advance in writing (not to be unreasonably withheld).

5.7 DOD Contract.

(a) The parties hereby agree that Seller will be permitted to continue to meet its obligations under and to discuss in good faith how to handle the satisfaction of the Contract No. W15P7T-13-C-A902 between Seller and Army Contracting CMD-APG (the "**DOD Contract**"). If the parties are unable to identify a reasonably suitable approach that is acceptable to both parties within 60 days of the Closing, the parties shall use commercially reasonable efforts to enable Seller to complete solely the phase I work thereunder, on condition that (i) no intellectual property owned or controlled by IE is licensed under or encumbered by the performance of the DOD Contract and (ii) Seller pays IE a fair amount for the use of any IE personnel or tangible assets purchased by IE under this Agreement, as mutually determined by the parties in good faith, taking into account, inter alia, the nature and extent of the use and the amounts being paid to Seller under the DOD Contract. For the avoidance of doubt, IE is under no obligation to accept the transfer or assignment of the DOD Contract nor to enable Seller to complete any further phase of the DOD Contract.

(b) IE hereby grants Seller a limited, non-exclusive license to internally use the Technical Data identified under the "C31 'Ironman' Program (DOD Contract No. W15PT7T-13-C-A902)" heading on Exhibit D solely to complete phase 1 of the DOD Contract and for no other use or purpose. This license will automatically terminate upon completion of phase 1 of the DOD Contract.

(c) Upon completion of phase 1 of the DOD Contract, Seller shall make no further use of any Technical Data and shall provide IE with all Technical Data in its possession, custody or control (or, if requested, erase or destroy it) and hereby assigns and agrees to assign to IE all right, title and interest, including all intellectual property rights, in and to the data, information (including, without limitation, know-how, inventions and trade secrets), reports, works of authorship and materials that are conceived, developed or reduced to practice by Seller or its Affiliates, alone or with others, in the performance of the DOD Contract after the Closing (collectively, the “**Post Closing Technical Information**”). Seller shall promptly deliver (or cause to be delivered) to IE all of the Post Closing Technical Information upon completion of phase 1 of the DOD Contract.

## 6. REPRESENTATIONS AND WARRANTIES

6.1 Seller hereby represents and warrants to IE as follows that as of the Effective Date and as of Closing

(a) Authority. Seller is a company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Seller has the full power and authority and has obtained all third party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment of the Assigned Patent Rights, Assigned Copyrights, Assigned Trademarks, the Purchased Tangible Assets and the Technical Data to IE. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by IE) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

(b) Title and Contest. Seller or its Affiliate owns all right, title, and interest to, and there is no joint ownership of any of, the Assigned Patent Rights, Assigned Copyrights, Assigned Trademarks, the Purchased Tangible Assets and the Technical Data, including, without limitation, all right, title, and interest to sue for infringement of the Patents, Assigned Copyrights and Assigned Trademarks. Seller and its Affiliates have obtained and properly recorded previously executed assignments for the Patents, Assigned Copyrights (to the extent registered or applied for) and Assigned Trademarks (to the extent registered or applied for) as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Assigned Patent Rights, Assigned Copyrights, Assigned Trademarks, the Purchased Tangible Assets and the Technical Data are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or, to Seller’s knowledge, in progress relating in any way to the Assigned Patent Rights, Assigned Copyrights, Assigned Trademarks, the Purchased Tangible Assets or the Technical Data. There are no existing binding contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Assigned Patent Rights, Assigned Copyrights, Assigned Trademarks, the Purchased Tangible Assets or the Technical Data.

(c) Existing Licenses. After the Closing, none of Seller or its Affiliates, any prior owner, or any inventor will retain any rights or interest in the Assigned Patent Rights, except

as described in Section 4.4. There are no existing licenses and covenants not to sue that are binding on successors to the applicable Patents. There are no existing licenses and covenants not to sue relating to the Retained Patents with respect to the fuel cell market.

(d) Validity and Enforceability. None of the Patents has ever been found invalid, unpatentable, or unenforceable for any reason in a final decision in any administrative, arbitration, judicial or other proceeding. To the extent "small entity" fees at the time of such payment were paid to the United States Patent and Trademark Office for any Patent, such reduced fees were then appropriate because the payor qualified to pay "small entity" fees and specifically had not licensed rights in any Patent to an Entity that was not a "small entity."

(e) Conduct. To its knowledge, Seller or its agents or representatives have not engaged in any act or conduct that constitutes patent misuse or misrepresented Seller's or its Affiliates' patent rights to a standard-setting organization with respect to the Patents. There is no obligation imposed by a standards-setting organization on Seller or IE to license any of the Patents on particular terms or conditions.

(f) Fees. All maintenance fees, annuities, and the like due or payable on the Patents have been timely paid. For the avoidance of doubt, such timely payment includes payment of any maintenance fees for which the fee is payable (e.g., the fee payment window opens) even if the surcharge date or final deadline for payment of such fee would be in the future.

(g) Condition of Purchased Tangible Assets. The Purchased Tangible Assets are, to its knowledge, in good condition and are adequate for the uses to which they are being put, and none of such Purchased Tangible Assets are in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Tangible Assets do not contain any software that requires the licensor's consent to assignment.

(h) No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller, the Assigned Patent Rights, Assigned Copyrights, Assigned Trademarks, the Purchased Tangible Assets or the Technical Data; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Assigned Patent Rights, Assigned Copyrights, Assigned Trademarks, the Purchased Tangible Assets or the Technical Data are subject; or (d) result in the creation or imposition of any Encumbrance on the Assigned Patent Rights, the Purchased Tangible Assets or the Technical Data. No consent, approval, waiver or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby. No consent, approval, waiver or authorization is required to be obtained by Seller from any person or entity (including any governmental

authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

(i) Retained Patents. There are no patents or patent applications owned by or licensed to Seller or Seller Affiliate that (x) relate to, have the same subject matter as, or are necessary to exploit any of the Assigned Patent Rights, the Purchased Tangible Assets or the Technical Data or (y) are, except for the Retained Patents, required or useful for the exploitation of NaSi in the fuel cell market. The Retained Patents constitute, as of the Closing, all of the patents and patent applications owned, licensed or otherwise controlled by Seller or a Seller Affiliates that that relate to fuel cells or hydrogen generation devices for fuel cells (other than the Patents).

(j) Technical Data. The Technical Data was created solely by employees of Seller or by independent contractors who have signed (i) a work for hire agreement as to Technical Data that qualify as a "work made for hire" prior to commencement of the independent contractor's work or (ii) a written agreement transferring all rights, including all intellectual property rights, in the independent contractor's contribution to Seller. The Technical Data does not contain any third party intellectual property, technology or information. Seller has maintained the Technical Data in confidence as a trade secret. None of the Technical Data infringes, violates or misappropriates any copyright or trade secret rights of any third party in any jurisdiction. The Technical Data listed or described on Exhibit D constitutes all of the data, information, reports, works of authorship and materials that relate to Seller's hydrogen fuel cell or fuel generation businesses (with respect to fuel cells). Other than as expressly permitted by Section 5.7 and solely as required to complete phase 1 of the DOD Contract, Seller shall not use any Technical Data after the Closing for the benefit of any of itself or another party, nor will Seller use any third party data, information, reports, works of authorship or materials made available to or received or developed by Seller prior to the Closing in connection with its hydrogen fuel cell or fuel generation businesses (with respect to fuel cells). Upon completion of phase 1 of the DOD Contract, Seller shall make no further use of any Technical Data and shall provide IE with all Technical Data in its possession, custody or control (or, if requested, erase or destroy it) and hereby agrees to assign to IE all right, title and interest, including all intellectual property rights, in and to the data, information (including, without limitation, know-how, inventions and trade secrets), reports, works of authorship and materials that are conceived, developed or reduced to practice by Seller or its Affiliates, alone or with others, in the performance of the DOD Contract after the Closing.

(k) Assigned Trademarks and Copyrights. None of the Assigned Trademarks or Assigned Copyrights infringes, violates or misappropriates any trademark or copyright rights of any third party in any jurisdiction. No Assigned Trademark is confusingly similar to any other mark.

(l) ITAR. None of the Assigned Patent Rights, the Purchased Tangible Assets or the Technical Data are subject to the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130 restrictions.

6.2 IE hereby represents and warrants to Seller as follows that as of the Effective Date and as of Closing:

(a) Authority. IE is a company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. IE has the full power and authority and has obtained all third party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder (including its obligation to cause the Ordinary Shares to be issued). This Agreement and the documents to be delivered hereunder have been duly executed and delivered by IE, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of IE, enforceable against IE in accordance with their respective terms.

(b) No Other Rights. Except as provided in this Agreement, IE acknowledges that this Agreement does not grant any other rights to any current or future invention, patent or patent application owned, controlled or licensed by Seller or Seller's Affiliates.

## 7. MISCELLANEOUS

7.1 Disclaimer of Representations and Warranties. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT FOR THEIR RESPECTIVE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6, AND IE HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SELLER HAS NOT MADE AND IS NOT MAKING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY ANY WARRANTIES OR REPRESENTATIONS OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, REGARDING THE ASSETS ASSIGNED BY THIS AGREEMENT, OR THE CONDITION OR VALUE THEREOF, AND THAT ALL SUCH ASSETS ARE BEING SOLD, ASSIGNED, TRANSFERRED, CONVEYED AND DELIVERED ON AN "AS IS " BASIS. EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 Limitation of Liability. EXCEPT IN THE EVENT OF BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES BY SELLER SET FORTH IN SECTION 6 AND EXCEPT FOR BUYER'S EXPRESS PAYMENT OBLIGATIONS AND A BREACH OF THE CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL EXCEED FIFTY PERCENT (50%) OF THE CASH DELIVERED PURSUANT TO SECTIONS 3.4(A) AND (B). THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS ON POTENTIAL LIABILITIES SET FORTH IN THIS SECTION 7.2 WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

7.3 Limitation on Consequential Damages. EXCEPT FOR A BREACH OF THE CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY), FOR COVER OR FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR



OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

7.4 Compliance With Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties with respect to the consummation of the transactions contemplated by this Agreement shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.

7.5 Confidentiality of Terms. The parties hereto will keep the terms and existence of this Agreement and the identities of the parties hereto and their Affiliates confidential and will not now or hereafter divulge any of such information to any third party, and after Closing, the Technical Data and the Deliverables will be deemed to be confidential information of IE, and the Seller will keep the Technical Data and the Deliverables confidential and will not now or hereafter divulge any of such information to any third party. Notwithstanding the foregoing, a party may disclose confidential information of the other party (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process or the rules of any stock exchange on which the securities of the party are traded, including, without limitation, in confidence to legal and financial advisors in their capacity of advising a party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of other litigating parties; (d) in confidence to its legal counsel, accountants, insurers, indemnitors, indemnitees, banks and financing sources and their advisors solely in connection with complying with its obligations under this Agreement; (e) by IE, in order to perfect IE's interest in the Assigned Patent Rights with any governmental agency (including, without limitation, recording the Executed Assignments of Exhibit C in any governmental patent office); (f) to inform either party's existing licensees or prospective licensees of the Seller's assignment to IE of the assets assigned by this Agreement (provided that Seller shall not identify IE); or (g) to enforce IE's right, title, and interest in and to the Assigned Patent Rights; provided that, in (b) and (c) above, (i) to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing party will provide the other party with at least ten (10) calendar days' prior written notice of such disclosure. Without limiting the foregoing, Seller will cause its agents involved in this transaction to abide by the terms of this Section, including, without limitation, ensuring that such agents do not disclose or otherwise publicize the existence of this transaction with actual or potential clients in marketing materials, or industry conferences. In the event of any breach or default, threatened or otherwise, under this Section, the parties acknowledge and agree that damages alone would be insufficient to compensate for any such breach or default and that irreparable harm would result from such breach or default. Consequently, in the event of any such breach or default, or any threat of such breach or default by either party, then the other party will be entitled to temporary or permanent injunctive relief, specific performance and such other equitable relief as may be appropriate in the circumstances in order to restrain or enjoin such breach or default. These remedies will not be the exclusive remedies for violation of the terms of the confidentiality obligations contained in this Section, but will be in addition to all other remedies available to the parties at law or in equity. Notwithstanding the foregoing confidentiality obligations, a party may provide a copy of this Agreement to the following

persons and/or entities who are under obligations of confidentiality substantially similar to those set forth in this Agreement: potential acquirers, merger partners, lenders and investors and to their employees, agents, attorneys, investment bankers, lenders, financial advisors and auditors in connection with the due diligence review of such party. In addition, notwithstanding the foregoing confidentiality obligations, IE may file a Form D in accordance with the registration or qualification requirements of the Securities Act, and filings required under applicable securities laws (including, without limitation, state blue sky laws) in connection with the sale and purchase of the Ordinary Shares.

7.6 Governing Law; Venue/Jurisdiction. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of New York, without reference to its choice of law principles to the contrary. Seller irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement.

7.7 Notices. All notices given hereunder will be given in writing (in English or with an English translation), will refer to IE, Seller, and to this Agreement and will be delivered to the address set forth below by (i) personal delivery, or (ii) delivery postage prepaid by an internationally-recognized express courier service:

If to IE

Intelligent Energy Limited  
Charnwood Building, Holywell Park  
Ashby Road, Loughborough  
Leicestershire LE11 3GB, UK  
Attn: Head of Legal

If to Seller

Fuel Cell Power, Inc. &  
SiGNa Chemistry, Inc.  
845 Third Avenue Suite 623  
New York City, NY 10022  
Attn: SiGNa Chief Executive Officer

Notices are deemed given on (a) the date of receipt if delivered personally or by express courier or (b) if delivery refused, the date of refusal. Notice given in any other manner will be deemed to have been given only if and when received at the address of the person to be notified. Either party may from time to time change its address for notices under this Agreement by giving the other party written notice of such change in accordance with this Section.

7.8 Relationship of Parties. The parties hereto are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

7.9 Remedies. Seller's sole and exclusive remedy in the event of any claim, dispute, or controversy under this Agreement will be the recovery of money damages, subject to the disclaimer and limitations set forth in this Agreement, including, without limitation, those in Sections 7.1 through 7.3.

7.10 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid

or unenforceable provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

7.11 Waiver. Failure by either party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

7.12 Termination. In the event that the Closing has not occurred within sixty (60) calendar days following the Effective Date, either party may terminate this Agreement by written notice to the other party; provided, however, that Seller may only terminate this Agreement pursuant to this Section 7.12 if Seller has fully complied in all material respects with all of its obligations hereunder. The provisions of Section 7 of this Agreement shall survive the termination of this Agreement.

7.13 Miscellaneous. This Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and supersedes all prior agreements, understandings, negotiations, and discussions. Neither of the parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The Section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. This Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any party), and no action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in a writing signed by authorized representatives of both parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement. The exhibits attached hereto are incorporated herein by reference.

7.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed or PDF signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Asset Purchase Agreement as of the execution date set forth below.

SELLER: SIGNA CHEMISTRY, INC.

IE: INTELLIGENT ENERGY LIMITED

By: M Lefenfeld

By: \_\_\_\_\_

Name: Michael Lefenfeld

Name: \_\_\_\_\_

Title: President & CTO

Title: \_\_\_\_\_

FUEL CELL POWER, INC.

By: M Lefenfeld

Name: Michael Lefenfeld

Title: President

**EXHIBIT A**  
**LISTED PATENTS**

1. SIGNA Chemistry, Inc.:

Country	Title	Application No.:	Filing Date	Publication No.:	Publication Date	Patent No.:	Issue Date	Status
Australia	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	2010232775	3/30/2010					Abandoned
Brazil	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	PI-1014925-2	3/30/2010					Pending

Canada	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	2,757,452	3/30/2010	102448600	5/9/2012		Pending
China	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	201080023688 .5	3/30/2010	102448600	5/9/2012		Published
Europe	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	10759306.3	3/30/2010	2414096	2/8/2012		Published
Israel	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	215382	3/30/2010				Abandoned

WEST248075504.16

	MATERIALS							
India	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	7355/DELNP/2011	3/30/2010					Pending
Japan	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	2012-503628	3/30/2010	2012-522716	9/27/2012			Published
Korea	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	10-2011-7025077	3/30/2010					Pending

Mexico	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	MX/a/2011/010292	3/30/2010				Pending
US	HYDROGEN GENERATION SYSTEMS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	61/164,888	3/30/2009				Expired
US	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	61/595,841	2/7/2012				Expired
Singapore	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	201107006-7	9/27/2011				Abandoned



Thailand	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	1101002416	3/30/2010					Abandoned
US	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	12/750,527	3/30/2010	2010-0247426	9/30/2010			Published
US	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	13/761,452	2/7/2013	2013-0251626	9/26/2013			Published
Vietnam	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	1-2011-02956	3/30/2010					Abandoned

PCT	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	PCT/US2010/029257	3/30/2010				Expired
PCT	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	PCT/US2013/025079	2/7/2013	WO 2013/119766	8/15/2013		Published
Canada	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	2,817,086	11/8/2011				Abandoned
China	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	201180064454.X	11/8/2011				Abandoned

Europe	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	11839362.8	11/8/2011					Pending
India	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	5021/DELNP/2013	11/8/2011					Pending
Japan	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	2013-537931	11/8/2011	2013-542573		11/21/2013		Published
Mexico	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE	MX/a/2013/005185	11/8/2011			3/27/2014		Published

WEST248075504.16

	MATERIALS																				
US	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS CHECK TITLE	61/411,244	11/8/2010																		Expired
US	WATER REACTIVE HYDROGEN FUEL CELL POWER SYSTEM	61/595,972	2/7/2012																		Expired
US	WATER REACTIVE HYDROGEN FUEL CELL POWER SYSTEM	13/291,815	11/8/2011	2012-0115054						5/10/2012	8,632,928	1/21/2014									Granted
US	WATER REACTIVE HYDROGEN FUEL CELL POWER SYSTEM	13/761,468	2/7/2013	2013-0230784						9/5/2013											Published
PCT	WATER REACTIVE HYDROGEN FUEL CELL POWER SYSTEM	PCT/US2011/059794	11/8/2011	2012/064749						5/18/2012											Expired
PCT	WATER REACTIVE HYDROGEN FUEL CELL POWER SYSTEM	PCT/US2013/025039	2/7/2013	WO/2013/119740						8/15/2013											Published

Europe	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS								Inactive
US	HYDROGEN GENERATION ARCHITECTURE FOR SEPARATING WASTE PRODUCT FROM WATER REACTIVE MATERIALS	61/482,718	5/5/2011						Expired
US	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	13/465,863	5/7/2012	2012-0282166	11/8/2012				Published
PCT	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	PCT/US2012/036811	5/7/2012	WO 2012/151582	11/8/2012				Expired

US	FLEXIBLE FUEL CELL POWER SYSTEM	61/798,242	3/15/2013				Expired
US	FLEXIBLE FUEL CELL POWER SYSTEM	61/955,351	3/19/2014				Pending
US	FUEL CELL CARTRIDGE	61/799,587	3/15/2013				Expired
US	FUEL CELL CARTRIDGE	61/955,357	3/19/2014				Pending
US	RADIAL REACTOR	61/972,203	3/28/2014				Pending

2. Fuel Cell Power, Inc.:

Country	Title	Application No.:	Filing Date	Publication No.:	Publication Date	Patent No.:	Issue Date	Status
US	COMPLIANT ELECTRICAL CONTACTS FOR FUEL CELL USE	60/226,471	8/18/2000					Expired
US	COMPLIANT ELECTRICAL CONTACTS FOR FUEL CELL USE	09/834,390	4/13/2001					Abandoned
US	COMPLIANT ELECTRICAL CONTACTS FOR FUEL CELL USE	10/068,154	2/6/2002	2002-0142664	10/3/2002	6,815,113	11/9/2004	Granted
US	FUEL CELL POWER MODULE AND SYSTEM INCLUDING SAME	60/362,559	3/5/2002					Expired

US	FUEL CELL POWER MODULE AND SYSTEM INCLUDING SAME	10/382,549	3/5/2003				6,989,651	1/24/2006	Granted
US	FUEL CELL POWER MODULE AND SYSTEM INCLUDING SAME	11/186,327	7/21/2005				7,166,985	1/27/2007	Granted
US	FUEL CELL NETWORK POWER SYSTEM	11/187,437	7/21/2005				6,992,460	1/31/2006	Granted
US	FUEL CELL POWER SYSTEM HAVING A MASTER CONTROL UNIT AND A PLURALITY OF FUEL CELL POWER UNITS	11/654,262	1/16/2007				7,482,778	1/27/2009	Granted
US	FORCED AIR FUEL CELL POWER SYSTEM	60/345,855	1/4/2002						Expired
US	FORCED AIR FUEL CELL POWER SYSTEM	10/328,709	12/24/2002				7,241,523	7/10/2007	Granted
US	FORCED AIR FUEL CELL POWER SYSTEM	11/827,061	7/9/2007	2008-0008915		1/10/2008	7,678,482	3/16/2010	Granted
US	FORCED AIR FUEL CELL POWER SYSTEM	12/725,411	3/16/2010	2010-0291454		11/18/2010	7,968,236	6/28/2011	Granted
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	60/538,646	1/22/2004						Expired

US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/036,240	1/14/2005	2005-0162122	7/28/2005			Abandoned
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/151,067	6/13/2005	2005-0233184	10/20/2005	7,914,945	3/29/2011	Granted
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/201,472	8/11/2005	2005-0271905	12/8/2005	7,271,567	9/18/2007	Granted
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/520,189	9/13/2006	2007-0037023	2/15/2007			Abandoned
US	POWER UNIT FOR A FUEL CELL POWER AND MANAGEMENT SYSTEM	11/520,352	9/13/2006	2007-0031726	2/8/2007	7,888,906	2/15/2011	Granted
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/520,392	9/13/2006	2007-0020510	1/25/2007	7,893,651	2/22/2011	Granted



PCT	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	PCT/US2005/001322	1/18/2005	2005/069882	8/4/2005			Expired
US	MODULAR FUEL CELL POWER SYSTEM	60/662,020	3/15/2005					Expired
US	MODULAR FUEL CELL POWER SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/340,158	1/26/2006	2006-0210841	9/21/2006	7,691,502	4/6/2010	Granted
US	MODULAR FUEL CELL POWER SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/581,963	10/17/2006	2007-0037026	2/15/2007	7,691,503	4/6/2010	Granted
US	MODULAR FUEL CELL POWER SYSTEM	11/581,983	10/17/2006	2007-0042236	2/22/2007			Abandoned
US	FUEL CELL POWER SYSTEM HAVING DOCK-TYPE DEVICE, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	60/794,437	4/24/2006					Expired

US	FUEL CELL POWER SYSTEM HAVING DOCK-TYPE DEVICE, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11,789,378	4/24/2007	2007-0248851	10/25/2007		Abandoned
US	SYSTEM FOR AND METHOD OF FLUID DELIVERY, MONITORING AND/OR MANAGEMENT	60/874,794	12/14/2006				Expired
US	SYSTEM FOR AND METHOD OF FLUID DELIVERY, MONITORING AND/OR MANAGEMENT	12/001,898	12/13/2007	2008-0147332	6/19/2008		Abandoned
US	ELECTRICAL CONTACTS FOR FUEL CELLS	10/630,156	7/30/2003	2005-0026020	2/3/2005	7,670,707	3/2/2010 Granted

**EXHIBIT B**  
**DELIVERABLES**

Seller will cause the following to be delivered to IE within the time provided in Section 3.3 of the attached Asset Purchase Agreement:

- (a) U.S. Patents and Trademarks. For each item of the Patents that is an issued United States patent or that is an issued United States Assigned Trademark,
  - (i) the original
    - a. ribbon copy issued by the United States Patent and Trademark Office, and
    - b. all available conception and reduction to practice materials (with respect to U.S. Patents only)
    - c. evidence of actual use (with respect to U.S. trademarks), and
  - (ii) a copy of
    - a. the publicly available file history (in PDF format),
    - b. all assignments, and
    - c. the Docket (containing all IP prosecution obligations for the one year period starting at the Closing).
  
- (b) Patent and Trademark Applications. For each item of the Patents or Assigned Trademarks that is a patent or trademark application,
  - (i) a copy of the patent or trademark application, as filed,
  - (ii) if unpublished, a copy of the filing receipt and the non-publication request, if available,
  - (iii) a copy of all assignments,
  - (iv) the Docket (containing all IP prosecution obligations for the one year period starting at the Closing),
  - (v) all available conception and reduction to practice materials (with respect to Patents),
  - (vi) evidence of foreign filing license (or denial thereof), and
  - (vii) the Prosecution History Files.
  
- (c) Non-U.S. For each item of the Patents or Assigned Trademarks for which a non-United States patent or trademark or similar protection has been issued or granted,

- (i) the original ribbon copy or certificate issued by the applicable government, if available,
  - (ii) a copy of each pending foreign application,
  - (iii) a copy of all assignments,
  - (iv) the Docket (containing all IP prosecution obligations for the one year period starting at the Closing), and
  - (v) a copy of applicant name change, if necessary.
- (d) Enforcement Activities. Any correspondence, filings or other documents pursuant to which Seller has (i) put a third party on notice of actual or potential infringement of any of the Patents or Assigned Trademarks, (ii) formally invited any third party to enter into a license under any of the Patents, (iii) initiated any enforcement action with respect to any of the Patents, or (iv) agreed to co-exist with a third party.
- (e) Patent and Trademark Office Proceedings. A list of Patents that have been or are currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding and such proceedings that are pending or threatened and a list of Assigned Trademarks that have been or are currently involved in any proceeding.
- (f) Assignment of Patent Rights. An Assignment of Patent Rights in the form set forth in Exhibit C, executed and witnessed by Seller, or if applicable, its Affiliates.
- (g) Assignment of Trademark Rights. An Assignment of Trademark Rights in the forms set forth in Exhibit C, executed and witnessed by Seller, or if applicable, its Affiliates.
- (h) Patent Marking. A listing of all products and services upon which any of the Patents have been marked, in addition to the dates such marking began and ended, respectively.
- (i) Merger or Change of Name Documents. A copy of any and all merger or change of name documents (such as those related to a change of an Entity's name after or upon a merger) or other such documents relating to any of the Seller or its predecessor entities, as necessary to establish chain of title for any of the Patents, and in a form suitable for recordation with any applicable patent offices.
- (j) Security Agreements. A copy of any and all security agreements and their corresponding releases relating to any of the Patents or Assigned Trademarks.

## EXHIBIT C-1 (SIGNA CHEMISTRY, INC.)

### ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights (the “**Assignment**”) is executed, acknowledged and delivered by SiGNa Chemistry, Inc., a Delaware company, with its principal place of business at 845 Third Avenue, Suite 623, New York City, NY 10022 (“**Assignor**”), in accordance with, and pursuant to the terms and conditions of the Asset Purchase Agreement having an Effective Date of May 30, 2014 (the “**Agreement**”) between Assignor, as Seller and Intelligent Energy Limited, a limited company registered in England and Wales, having a registered office address of Charnwood Building, Holywell Park, Ashby Road, Loughborough, Leicestershire LE11 3GB (“**Assignee**”). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

“**Listed Patents**” means the provisional patent applications, patent applications, and patents listed on Exhibit A.

“**Patents**” means (a) Listed Patents; (b) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any of the Listed Patents; (c) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any of the Listed Patents; (d) rights provided by multinational treaties or conventions for any of the Listed Patents; (e) patents or patent applications to which any of the Listed Patents claims priority or to which any of the Listed Patents forms a basis for priority; and (f) patents or patent applications that as of the Effective Date are subject to a terminal disclaimer with any of the Listed Patents.

#### **NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:**

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed as of this 30th day of May, 2014.

**ASSIGNOR:**

SIGNA CHEMISTRY, INC.

By: M Lefenfeld

Name: Michael Lefenfeld

Title: President & CTO

**NOTARIZATION MUST BE ON THIS PAGE**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Notarial Seal)      Signature: \_\_\_\_\_

Notary Public

Country	Title	Application No.:	Filing Date	Publication No.:	Publication Date	Patent No.:	Issue Date	Status
Australia	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	2010232775	3/30/2010					Abandoned
Brazil	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	PI-1014925-2	3/30/2010					Pending
Canada	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	2,757,452	3/30/2010					Pending

China	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	201080023688.5	3/30/2010	102448600	5/9/2012		Published
Europe	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	10759306.3	3/30/2010	2414096	2/8/2012		Published
Israel	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	215382	3/30/2010				Abandoned
India	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	7355/DELNP/2011	3/30/2010				Pending

WEST248075504.16



Japan	MATERIALS	2012-503628	3/30/2010	2012-522716	9/27/2012	Published
Korea	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	10-2011-7025077	3/30/2010			Pending
Mexico	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	MX/a/2011/010292	3/30/2010			Pending

US	HYDROGEN GENERATION SYSTEMS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	61/164,888	3/30/2009				Expired
US	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	61/595,841	2/7/2012				Expired
Singapore	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	201107006-7	9/27/2011				Abandoned
Thailand	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	1101002416	3/30/2010				Abandoned

US	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	12/750,527	3/30/2010	2010-0247426	9/30/2010		Published
US	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	13/761,452	2/7/2013	2013-0251626	9/26/2013		Published
Vietnam	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	1-2011-02956	3/30/2010				Abandoned
PCT	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	PCT/US2010/029257	3/30/2010				Expired

PCT	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS	PCT/US2013/025079	2/7/2013	WO 2013/119766	8/15/2013		Published
Canada	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	2,817,086	11/8/2011				Abandoned
China	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	201180064454.X	11/8/2011				Abandoned
Europe	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	11839362.8	11/8/2011				Pending

WEST248075504.16

India	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	5021/DELNP/2013	11/8/2011	2013-537931	2013-542573	11/21/2013			Pending
Japan	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	2013-537931	11/8/2011						Published
Mexico	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	MX/a/2013/005185	11/8/2011			3/27/2014			Published
US	HYDROGEN GENERATION SYSTEMS AND METHODS UTILIZING SODIUM SILICIDE AND SODIUM SILICA GEL MATERIALS CHECK TITLE	61/411,244	11/8/2010						Expired

WEST248075504.16

US	WATER REACTIVE HYDROGEN FUEL CELL POWER SYSTEM	61/595,972	2/7/2012					Expired
US	WATER REACTIVE HYDROGEN FUEL CELL POWER SYSTEM	13/291,815	11/8/2011	2012-0115054	5/10/2012	8,632,928	1/21/2014	Granted
US	WATER REACTIVE HYDROGEN FUEL CELL POWER SYSTEM	13/761,468	2/7/2013	2013-0230784	9/5/2013			Published
PCT	WATER REACTIVE HYDROGEN FUEL CELL POWER SYSTEM	PCT/US2011/059794	11/8/2011	2012/064749	5/18/2012			Expired
PCT	WATER REACTIVE HYDROGEN FUEL CELL POWER SYSTEM	PCT/US2013/025039	2/7/2013	WO/2013/119740	8/15/2013			Published
Europe	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS							Inactive
US	HYDROGEN GENERATION ARCHITECTURE FOR SEPARATING WASTE PRODUCT FROM WATER REACTIVE MATERIALS	61/482,718	5/5/2011					Expired

US	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	13/465,863	5/7/2012	2012-0282166	11/8/2012		Published
PCT	WATER REACTIVE HYDROGEN GENERATION SYSTEM AND METHOD WITH SEPARATION OF WASTE PRODUCTS FROM WATER REACTIVE MATERIALS	PCT/US2012/036811	5/7/2012	WO 2012/151582	11/8/2012		Expired
US	FLEXIBLE FUEL CELL POWER SYSTEM	61/798,242	3/15/2013				Expired
US	FLEXIBLE FUEL CELL POWER SYSTEM	61/955,351	3/19/2014				Pending
US	FUEL CELL CARTRIDGE	61/799,587	3/15/2013				Expired
US	FUEL CELL CARTRIDGE	61/955,357	3/19/2014				Pending
US	RADIAL REACTOR	61/972,203	3/28/2014				Pending

**EXHIBIT C-1 (FUEL CELL POWER, INC.)**

**ASSIGNMENT OF PATENT RIGHTS**

This Assignment of Patent Rights (the “**Assignment**”) is executed, acknowledged and delivered by Fuel Cell Power, Inc., a Delaware company, with its principal place of business at 845 Third Avenue, Suite 623, New York City, NY 10022 (“**Assignor**”), in accordance with, and pursuant to the terms and conditions of the Asset Purchase Agreement having an Effective Date of May 30, 2014 (the “**Agreement**”) between Assignor, as Seller and Intelligent Energy Limited, a limited company registered in England and Wales, having a registered office address of Charnwood Building, Holywell Park, Ashby Road, Loughborough, Leicestershire LE11 3GB (“**Assignee**”). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

“**Listed Patents**” means the provisional patent applications, patent applications, and patents listed on Exhibit A.

“**Patents**” means (a) Listed Patents; (b) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any of the Listed Patents; (c) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any of the Listed Patents; (d) rights provided by multinational treaties or conventions for any of the Listed Patents; (e) patents or patent applications to which any of the Listed Patents claims priority or to which any of the Listed Patents forms a basis for priority; and (f) patents or patent applications that as of the Effective Date are subject to a terminal disclaimer with any of the Listed Patents.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:**

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.



This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed as of this 30th day of May, 2014.

**ASSIGNOR:**

FUEL CELL POWER, INC.

By: M Lefenfeld

Name: Michael Lefenfeld

Title: President

**NOTARIZATION MUST BE ON THIS PAGE**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Notarial Seal)      Signature: \_\_\_\_\_

Notary Public

Country	Title	Application No.:	Filing Date	Publication No.:	Publication Date	Patent No.:	Issue Date	Status
US	COMPLIANT ELECTRICAL CONTACTS FOR FUEL CELL USE	60/226,471	8/18/2000					Expired
US	COMPLIANT ELECTRICAL CONTACTS FOR FUEL CELL USE	09/834,390	4/13/2001					Abandoned
US	COMPLIANT ELECTRICAL CONTACTS FOR FUEL CELL USE	10/068,154	2/6/2002	2002-0142664	10/3/2002	6,815,113	11/9/2004	Granted
US	FUEL CELL POWER MODULE AND SYSTEM INCLUDING SAME	60/362,559	3/5/2002					Expired
US	FUEL CELL POWER MODULE AND SYSTEM INCLUDING SAME	10/382,549	3/5/2003			6,989,651	1/24/2006	Granted
US	FUEL CELL POWER MODULE AND SYSTEM INCLUDING SAME	11/186,327	7/21/2005			7,166,985	1/27/2007	Granted
US	FUEL CELL NETWORK POWER SYSTEM	11/187,437	7/21/2005			6,992,460	1/31/2006	Granted

US	FUEL CELL POWER SYSTEM HAVING A MASTER CONTROL UNIT AND A PLURALITY OF FUEL CELL POWER UNITS	11/654,262	1/16/2007				7,482,778	1/27/2009	Granted
US	FORCED AIR FUEL CELL POWER SYSTEM	60/345,855	1/4/2002						Expired
US	FORCED AIR FUEL CELL POWER SYSTEM	10/328,709	12/24/2002				7,241,523	7/10/2007	Granted
US	FORCED AIR FUEL CELL POWER SYSTEM	11/827,061	7/9/2007	2008-0008915	1/10/2008		7,678,482	3/16/2010	Granted
US	FORCED AIR FUEL CELL POWER SYSTEM	12/725,411	3/16/2010	2010-0291454	11/18/2010		7,968,236	6/28/2011	Granted
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	60/538,646	1/22/2004						Expired
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/036,240	1/14/2005	2005-0162122	7/28/2005				Abandoned
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/151,067	6/13/2005	2005-0233184	10/20/2005		7,914,945	3/29/2011	Granted

US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/201,472	8/11/2005	2005-0271905	12/8/2005	7,271,567	9/18/2007	Granted
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/520,189	9/13/2006	2007-0037023	2/15/2007			Abandoned
US	POWER UNIT FOR A FUEL CELL POWER AND MANAGEMENT SYSTEM	11/520,352	9/13/2006	2007-0031726	2/8/2007	7,888,906	2/15/2011	Granted
US	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/520,392	9/13/2006	2007-0020510	1/25/2007	7,893,651	2/22/2011	Granted
PCT	FUEL CELL POWER AND MANAGEMENT SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	PCT/US2005/001322	1/18/2005	2005/069882	8/4/2005			Expired
US	MODULAR FUEL CELL POWER SYSTEM	60/662,020	3/15/2005					Expired

US	MODULAR FUEL CELL POWER SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/340,158	1/26/2006	2006-0210841	9/21/2006	7,691,502	4/6/2010	Granted
US	MODULAR FUEL CELL POWER SYSTEM, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/581,963	10/17/2006	2007-0037026	2/15/2007	7,691,503	4/6/2010	Granted
US	MODULAR FUEL CELL POWER SYSTEM	11/581,983	10/17/2006	2007-0042236	2/22/2007			Abandoned
US	FUEL CELL POWER SYSTEM HAVING DOCK-TYPE DEVICE, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	60/794,437	4/24/2006					Expired
US	FUEL CELL POWER SYSTEM HAVING DOCK-TYPE DEVICE, AND TECHNIQUE FOR CONTROLLING AND/OR OPERATING SAME	11/789,378	4/24/2007	2007-0248851	10/25/2007			Abandoned
US	SYSTEM FOR AND METHOD OF FLUID DELIVERY, MONITORING AND/OR MANAGEMENT	60/874,794	12/14/2006					Expired

US	SYSTEM FOR AND METHOD OF FLUID DELIVERY, MONITORING AND/OR MANAGEMENT	12/001,898	12/13/2007	2008-0147332	6/19/2008			Abandoned
US	ELECTRICAL CONTACTS FOR FUEL CELLS	10/630,156	7/30/2003	2005-0026020	2/3/2005	7,670,707	3/2/2010	Granted

## EXHIBIT C-2-A- ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Assignment") is executed, acknowledged and delivered by SiGNa Chemistry, Inc., a Delaware company, with its principal place of business at 845 Third Avenue, Suite 623, New York City, NY 10022 ("Assignor"), in accordance with, and pursuant to the terms and conditions of the Asset Purchase Agreement having an Effective Date of May 30, 2014 (the "Agreement") between Assignor, as Seller, and Intelligent Energy Limited, a limited company registered in England and Wales, having a registered office address of Charnwood Building, Holywell Park, Ashby Road, Loughborough, Leicestershire LE11 3GB ("Assignee"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

WHEREAS, Assignor has adopted, used, is using and are the owners of the trademarks referred to on Schedule A hereto, identified by title and/or registration number, and any renewals and extensions of such trademarks, together with the goodwill of the business associated therewith, including the right to sue for and collect damages for the past, present and future infringement of such trademarks (the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain asset purchase agreement dated of even date herewith (the "APA"); and

WHEREAS, Assignee desires to acquire the Trademarks and Assignor desires to assign the Trademarks to Assignee; and

WHEREAS, Assignee is a successor to that part of Assignor's business(es) to which the Trademarks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Executed this 30th day of May, 2014.

INTELLIGENT ENERGY LTD.

ASSIGNOR

Signed:

.....

Signed:

*M Lefenfeld*  
.....

Printed Name:

.....

Printed Name:

Michael Lefenfeld  
.....

Title:

.....

Title:

President & CTO  
.....

**NOTARIZATION MUST BE ON THIS PAGE**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Notarial Seal)

Signature: \_\_\_\_\_

Notary Public



Schedule A

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date
Mobile-H2	US	1	85277195	March 25, 2011	4130749	April 24, 2012
Fueled	US	1	85277217	March 25, 2011	4130750	April 24, 2012
JADOO	US	9	76336028	November 9, 2001	2835035	April 20, 2004
MOBILE-H2	Can	n/a	1544988	Sept. 23, 2011	851484	May 23, 2013
MOBILE-H2	China	1	10005040	Sept. 26, 2011	10005040	Nov. 28, 2012
MOBILE-H2	China	9	10823545	April 25, 2012	10823545	July 28, 2013
MOBILE-H2	India	1	2210254	Sept. 23, 2011	Pending	Pending
FUELED	China	1	10005039	Sept. 26, 2011	10005039	Nov. 28, 2012
FUELED	China	9	10823544	April 25, 2012	10823544	July 28, 2013
FUELED	Japan	1	2012-060795	July 27, 2012	5548453	Jan. 11, 2013
FUELED	India	1	2210253	Sept. 23, 2011	Pending	Pending
FUELED	European Union	1	010287258	Sept. 23, 2011	010287258	March 5, 2012

## EXHIBIT C-2-B- ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Assignment") is executed, acknowledged and delivered by Fuel Cell Power, Inc., a Delaware company, with its principal place of business at 845 Third Avenue, Suite 623, New York City, NY 10022 ("Assignor"), in accordance with, and pursuant to the terms and conditions of the Asset Purchase Agreement having an Effective Date of May 30, 2014 (the "Agreement") between Assignor, as Seller, and Intelligent Energy Limited, a limited company registered in England and Wales, having a registered office address of Charnwood Building, Holywell Park, Ashby Road, Loughborough, Leicestershire LE11 3GB ("Assignee"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

WHEREAS, Assignor has adopted, used, is using and are the owners of the trademarks referred to on Schedule A hereto, identified by title and/or registration number, and any renewals and extensions of such trademarks, together with the goodwill of the business associated therewith, including the right to sue for and collect damages for the past, present and future infringement of such trademarks (the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain asset purchase agreement dated of even date herewith (the "APA"); and

WHEREAS, Assignee desires to acquire the Trademarks and Assignor desires to assign the Trademarks to Assignee; and

WHEREAS, Assignee is a successor to that part of Assignor's business(es) to which the Trademarks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Executed this 30th day of May, 2014.

INTELLIGENT ENERGY LTD.

ASSIGNOR

Signed:

.....

Signed:

*M Lefenfeld*  
.....

Printed Name:

.....

Printed Name:

Michael Lefenfeld  
.....

Title:

.....

Title:

President  
.....

**NOTARIZATION MUST BE ON THIS PAGE**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Notarial Seal)

Signature: \_\_\_\_\_

Notary Public

Schedule A

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date
JADOO	US	9	76336028	November 9, 2001	2835035	April 20, 2004

## EXHIBIT D

### PURCHASED TANGIBLE ASSETS AND TECHNICAL DATA

Supplier will transfer the following physical assets upon Closing:

Description	Quantity
5 Gallon Pressure Tanks	5
Analytical Scale	1
Automatic Sampling Pump	1
Bench Press	1
Brooks Flow Meters	15
DAQ Instruments	15
Dishwasher	1
Drill Press	5
Electronic Loads	10
Flame Cabinet	3
Frigidaire	2
GC plus computer	1
GC6850	1
Glove Box	2
Hot Press	1
HP Function Generator	1
Large Sander	1
Lathe	1
Microscope	1
Nat'l Instrument SCXI	2
Optical Comparator	1
Oscilloscopes	2
Oven	1
Pneumatic Regulators	8
Power Supplies	7
Pressure tester	1
Pulse Welder	1
Regulators overall quantity	8
Server Cabinet	1
Test Chamber	1
UV Curing System	1
Vacuum pumps	4
Workbenches with lighting	2

## **Technical Data**

The technical knowledge described below will be transferred upon Closing on electronic media (or, if not able to be transferred via electronic media, a hard copy will be provided), and Post Closing Technical Information will be transferred on a monthly basis (or more frequently as agreed) following Closing and upon conclusion of phase 1 of the DOD Contract:

### **1. H30 / C30 Program (Paxitech Cartridge Program)**

- Complete operating manuals
- Specification of the interface requirements
- All test data generated during the program
- CAD design of system and cartridge
- BOM of system
- Electrical schematics
- P&ID of hydrogen system
- Full system design and comparison calculations
- Test station control software (Labview – include control algorithm)
- Microcontroller source code
- Fuel formulations

### **2. H25 Program (Intelligent Energy Hera Cartridge Program)**

- All development reports from program
- All test data generated during the term of the program
- CAD design of system
- BOM of system
- P&ID of hydrogen system
- Test station control software (Labview – include control algorithm)
- Fuel formulations

### **3. H60 / C40 Program (Qinetiq/BOC Program)**

1. Know-how available for transfer
2. All test data generated during the Phase 1 program
3. CAD design of system
4. Phase 2 documentation and drawings.
5. Supplier will initiate introduction of Buyer to the prospect to facilitate transition of the Phase 2 program.

### **4. C31 “Ironman” Program (DOD Contract No. W15P7T-13-C-A902)**

- All test data generated during program
- CAD design of all reactors and power system
- P&ID of power system
- FEA analysis of cartridge design
- Full system design and comparison calculations
- Test station control algorithms
- Fuel formulations

**EXHIBIT E**  
**BILL OF SALE**

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, SiGNa Chemistry, Inc., a Delaware corporation, and Fuel Cell Power, Inc., a Delaware corporation, (SiGNa Chemistry, Inc. and Fuel Cell Power, Inc. are collectively referred to herein as "**Seller**"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to Intelligent Energy Limited, a limited company registered in England and Wales ("**IE**"), all of their right, title and interest in and to the Purchased Tangible Assets and the Technical Data, as such terms is defined in the Asset Purchase Agreement, dated May 30, 2014 (the "**Purchase Agreement**"), by and between Seller and IE, to have and to hold the same unto IE, its successors and assigns, forever.

IE acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of IE, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by IE in order to assign, transfer, set over, convey, assure and confirm unto and vest in IE, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of May 30, 2014.

SiGNa Chemistry, Inc.

By M Lefenfeld

Name: Michael Lefenfeld  
Title: President & CTO

Fuel Cell Power, Inc.

By M Lefenfeld

Name: Michael Lefenfeld  
Title: President

**EXHIBIT F**  
**SUPPLY AGREEMENT**

See attached.



**EXHIBIT G**  
**TAX ALLOCATION**

For purposes of determining both IE's tax bases in the assets and Seller's gain or loss with respect to the transaction, as described in section 1060 of the Internal Revenue Code, the consideration received by Seller pursuant to the Agreement will be allocated among the assets transferred under the Agreement as follows:

<u>IRS Form 8594, Part II Classifications</u>	<u>Amount</u>
Class I assets	0
Class II assets	0
Class III assets	0
Class IV assets	0
Class V assets -- Purchased Tangible Assets	\$150,000
Class VI assets -- Assigned Patent Rights, IE Assigned Copyrights, Assigned Trademarks, Technical Data (Code § 197 intangibles other than goodwill and going concern value)	\$850,000
Class VII assets (goodwill and going concern value)	0

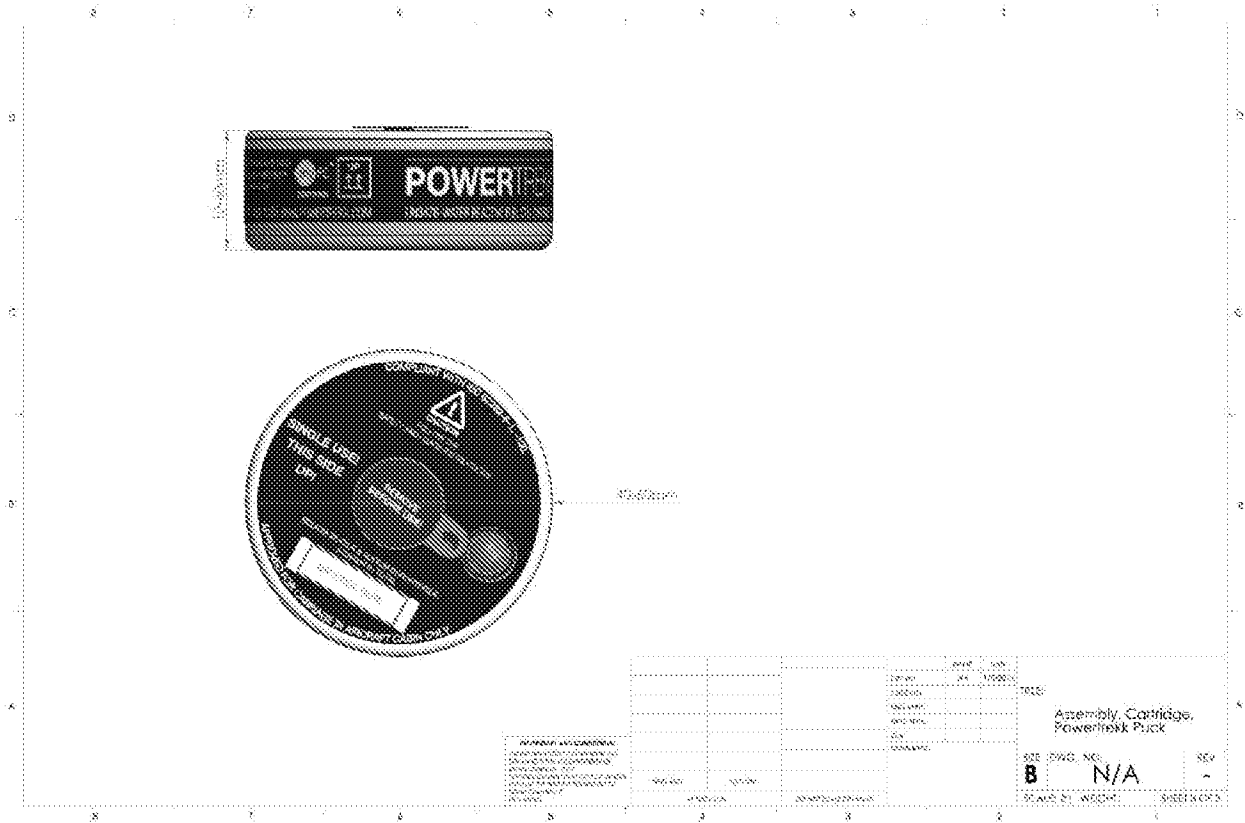
## EXHIBIT H

US Application 60/578,818  
US Application 60/667,693  
US Patent 7,811,541  
US Patent 8,372,371  
US Application 13/445,557  
CA Patent 2,570,295  
CA Application 2,842,549  
CN Application 200580027653.8  
EP Application 05785526.4  
EP Application 12187231.1  
JP Application 2007-516608  
JP Application 2012-14964  
PCT Application PCT/2005/020766

## EXHIBIT J

For new versions of myFC NaSi fuel cell cartridges that are first made commercially available after the Closing, the specifications that are permitted for the myFC Power Puck product are (1) it must be in a cylindrical physical form factor, and (2) the product's capacity is up to 12 liters of hydrogen gas produced. The physical dimensions can range from 10-40 mm in height by 40-60 mm in diameter.

The below picture shows the Puck Product that is commercially available as of the Closing:



**EXHIBIT K**

Registration or Application No.	Date of Patent or Filing Date	Title
US 8632928	1/21/2014	Water Reactive Hydrogen Fuel Cell Power System
US application 13/761,468	filed 2/7/2013	Water Reactive Hydrogen Fuel Cell Power System
PCT/US2013/025039	filed 2/7/2013	Water Reactive Hydrogen Fuel Cell Power System