

**ASSIGNMENT AND ASSUMPTION OF
LICENSE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT (this "Assignment") is made effective as of April 29, 2013, by and between **INDUSTRIAL HEAT, LLC**, a Delaware limited liability company (the "Assignor"), and **IPH INTERNATIONAL BV**, a Netherlands company (the "Assignee").

WHEREAS, the Assignor, **LEONARDO CORPORATION, ANDREA ROSSI, and AMPENERGO, INC.**, entered into that certain License Agreement dated as of October 26, 2012, as amended by that certain First Amendment to License Agreement dated as of April 26, 2013 (as amended, the "Agreement");

WHEREAS, the Assignor desires to assign the Agreement to the Assignee and the Assignee desires to accept such assignment and to assume all obligations of the Assignor under the Agreement;

WHEREAS, the Assignee is, indirectly, a wholly-owned subsidiary of the Assignor and Section 16.7 of the Agreement permits the assignment as provided herein;

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

1. Recitals and Exhibits. The Recitals set forth above are material and are incorporated into and made a part of this Assignment.
2. Assignment. The Assignor hereby transfers and assigns to the Assignee all right, title and interest of the Assignor in and to the Agreement.
3. Acceptance and Assumption. The Assignee hereby accepts the assignment of the Agreement and assumes all of Assignor's obligations under the Agreement.
4. Binding Effect. This Assignment shall inure to the benefit of, and be binding on, each of the parties hereto and their respective successors and assigns. This Assignment represents the entire agreement of the parties with respect to the subject matter hereof.
5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
6. Governing Law. This Assignment and any claim, controversy or dispute arising under or related to this Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

349018_1.DOCX

7. Further Assurances.

A. Assignor hereby agrees to provide to the Assignee such further assurances as may be reasonably requested by the Assignee at any time from and after the date hereof with respect to the Agreement and the assignment thereof to Assignee as provided herein, and, without limiting the foregoing, shall execute and deliver such affidavits, certificates and other instruments with respect to the Agreement as may be reasonably requested by the Assignee.

B. The Assignee hereby agrees to provide to Assignor such further assurances as may be reasonably requested by the Assignor at any time from and after the date hereof with respect to the Agreement and the assignment thereof to Assignee as provided herein, and, without limiting the foregoing, shall execute and deliver such affidavits, certificates and other instruments with respect to the Agreement as may be reasonably requested by the Assignor.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment effective the day and year first above written.

ASSIGNOR:

Industrial Heat, LLC

By:



Thomas P. Darden
Manager

ASSIGNEE:

IPH International BV

By: IPH Management, LLC, Managing Director

By:



Title:

MANAGER