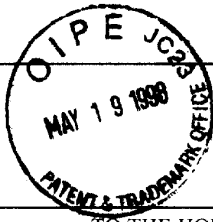


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RECORDATION FORM COVER SHEET PATENTS ONLY

Attorney Docket Number 2278-007

TO THE HONORABLE

06-01-1998

REMARKS



Please record

100724885

of.

1. Name of conveying party(ies):

Douglas B. Stevenson; Peter S. Hughes; James D. Baldwin; Ronald G. Flanary; Martin C. Piedl; Aidan J. Petrie; and Richard D. Moore

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: VECTRIX CORPORATION

Address: 78 Thames Street

Second Floor, Newport

Rhode Island 02840

Country (if other than USA):

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Dates: Douglas B. Stevenson - 2/16/98; Peter S. Hughes - 2/6/98; James D. Baldwin - 5/6/98; Ronald G. Flanary - 4/23/98; Martin C. Piedl - 4/23/98; Aidan J. Petrie - 2/18/98; and Richard D. Moore - 5/11/98.

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 08/988,968

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

PENNIE & EDMONDS LLP 1667 K Street, N.W. Washington, D.C. 20006

6. Number of applications and patents involved: one (1)

7. Total fee (37 CFR 3.41): \$ 40.00 Please charge to the deposit account listed in Section 8.

8. Deposit account number: 16-1150

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Granetta M. Coleman (Reg. No. 39,628) For: Allan A. Fanucci Reg. No. 30,256

Signature

Date

Total number of pages including cover sheet:

4

ASSIGNMENT

WHEREAS, We, Douglas B. Stevenson, a citizen of the United States of America, residing at 21 Howard Street, Newport, Rhode Island, 02840, U.S.A; Peter S. Hughes, a citizen of the United States of America, residing at 41 Martha's Lane, South Harwich, Massachusetts 02661, U.S.A; James D. Baldwin, a citizen of the United States of America, residing at 2600 Gilbert St., S.E., Smyrna, Georgia, 30080; Ronald G. Flanary, a citizen of the United States of America, residing at 1296 Mockingbird Drive, Blacksburg, Virginia, U.S.A.; Martin C. Piedl, a citizen of the United States of America, residing at 202 Giles Road, Blacksburg, Virginia, 24060, U.S.A.; Aidan J. Petrie, a citizen of Britain, residing at 77 Parade Street, Providence, Rhode Island, 02909; and Richard D. Moore, a citizen of the United States of America, residing at 145 Benjamin Ct., Fayetteville, Georgia, 30214, U.S.A. (hereinafter referred to as "ASSIGNORS"), are the inventors of the invention in **ELECTRIC VEHICLE AND FRAME THEREFOR**, for which we have executed an application for a Patent of the United States

- on even date herewith
- or _____ (date)
- identified by Pennic & Edmonds LLP Docket No. 2278-007; and

WHEREAS, VECTRIX CORPORATION, (hereinafter referred to as "ASSIGNEE") existing under the laws of Delaware, and having a place of business at 78 Thames Street, Second Floor, Newport, Rhode Island 02840, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

PATENT

Date 2/16/97, 1997 [Signature] L.S.

State of Rhode Island)
) SS.: A7566 2758
County of Newport)

On this 16 day of February, 1997, before me, a Notary Public in and for the State and County aforesaid, personally appeared Douglas B. Stevenson, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]
Notary Public.
My Commission Expires: 4/3/01
[Signature]

Date 2/6, 1997 [Signature] L.S.

State of Rhode Island)
) SS.:
County of Newport)

On this 6th day of February, 1997, before me, a Notary Public in and for the State and County aforesaid, personally appeared Peter S. Hughes, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]
Notary Public.
My Commission Expires: 4/3/01
[Signature]

Date 5/6/98, 1997 [Signature] L.S.

State of Massachusetts)
) SS.:
County of Bristol)

On this 6th day of May, 1997, before me, a Notary Public in and for the State and County aforesaid, personally appeared James D. Baldwin, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]
Notary Public.
My Commission Expires: March 12, 2004

Date 4/23, 1997 [Signature] L.S.

State of Virginia)
) SS.:
County of Montgomery)

On this 28 day of April, 1997, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ronald G. Flanary, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]
Notary Public.
My Commission Expires: 12/31/99

Date April 23, 199⁸ Martin C. Piedl L.S.

State of Virginia)
) SS.:
County of Montgomery

On this 23 day of April, 199⁸, before me, a Notary Public in and for the State and County aforesaid, personally appeared Martin C. Piedl, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Jennifer J. Criddle
Notary Exp. 12/31/98 Notary Public.

Date 16 Feb, 199⁸ Aidan J. Petrie L.S.

State of)
) SS.:
County of)

On this 16 day of FEB, 199⁸, before me, a Notary Public in and for the State and County aforesaid, personally appeared Aidan J. Petrie, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Dorothy G. ...
Notary Public.

Date 5/11/98, 199⁸ see below L.S.
Richard D. Moore

State of Georgia)
) SS.:
County of Clayton

On this 11th day of May, 199⁸, before me, a Notary Public in and for the State and County aforesaid, personally appeared Richard D. Moore, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Law H. Benson
Notary Public.
My Commission Expires September 19, 2009