

Leydig, Voit & Mayer, Ltd.
Attorneys at Law
Two Prudential Plaza
Suite 4900
180 North Stetson
Chicago, Illinois 60601-6780

ASSIGNMENT

WHEREAS, WE, Anthony R. Horton, Steven R. Peterson, Richard M. Sahli, and William H. Kump, of 710 7th Street S.E., Minneapolis; 3744 14th Avenue So., Minneapolis; 7438 Iverson Avenue So., Cottage Grove; and 21 Dorset Road, West St. Paul, all in Minnesota, respectively, have invented and own a certain invention entitled:

LEAD-ACID BATTERY WITH HANDLE

for which invention we have executed an application (provisional or non-provisional) for a United States patent, which was filed on May 20, 1997, under Serial No. 08/859,131, and

WHEREAS, GNB Technologies, Inc., of 1110 Centre Pointe Curve, Mendota Heights, Minnesota 55118 (hereinafter referred to as Assignee), is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we assign and transfer to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the United States and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, renewals, and extensions) that may be filed in the United States and every foreign country on the invention, and the patents or extensions thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue United States patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

WE HEREBY AUTHORIZE the Assignee to insert in this assignment document the filing date and serial number of the application if the date and number are unavailable at the time this document is executed.

UPON SAID CONSIDERATION, we convey to the Assignee the right to make application in its own behalf for protection of the invention in countries foreign to the United States and to claim under the International Convention and/or other international arrangement for any such application the date of the United States application (or any other application on the invention) to gain priority with respect to other applications.

WE DO HEREBY COVENANT and agree with the Assignee that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making

application for and obtaining original, continuation, continuation-in-part, divisional, reissued, renewal, or extended patents of the United States or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF, we have hereunder set our hands on the dates shown below.

Date 4-5-98 Anthony R Horton
ANTHONY R. HORTON

STATE OF Minnesota)
COUNTY OF Ramsey) SS:

On this 5 day of May, 1998, before me, a Notary Public in and for said county, appeared Anthony R. Horton, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.



Carole L. Killian
Notary Public

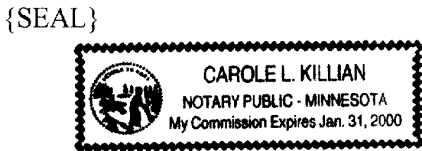
My Commission Expires: 01/31/2000

Date 5/5/98 Steven R Peterson
STEVEN R. PETERSON

STATE OF Minnesota)
COUNTY OF Ramsey) SS:

On this 5 day of May, 1998, before me, a Notary Public in and for said county, appeared Steven R. Peterson, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

Date 5/5/98 Carole L. Killian
Notary Public



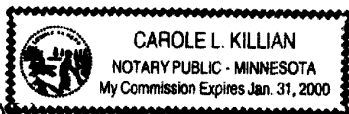
My Commission Expires: 01/31/2000

Date 5-5-98

Richard M. Sahli
RICHARD M. SAHLI

STATE OF Minnesota)
) SS:
COUNTY OF Ramsey)

On this 5 day of May, 1998, before me, a Notary Public in and for said county, appeared Richard M. Sahli, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.



{SEAL}

Carole L. Killian
Notary Public

My Commission Expires: 01/31/2000

Date 5-5-98

William H. Kump
WILLIAM H. KUMP

STATE OF Minnesota)
) SS:
COUNTY OF Ramsey)

On this 5 day of May, 1998, before me, a Notary Public in and for said county, appeared William H. Kump, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.



{SEAL}

Carole L. Killian
Notary Public

My Commission Expires: 01/31/2000