06-01-1999 ARTMENT OF COMMERCE RECORDATION FC FORM **PTO-1595** Patent and Trademark Office (Rev. 6-93) OMB No. 0651-0011 (exp. 4/9 Tab settings ⇒ ⇒ ⇒ ▼ 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Ralph Brodd Name: Valence Technology Benjamin Chaloner-Gill Milton Neal Golovin Internal Address: Mark Isaacson Additional name(s) of conveying party(ies) attached? ☐ Yes XXNo 3. Nature of conveyance: Street Address: 301 Conestoga Way □ Merger Assignment
 Assignment
 ■ ☐ Change of Name ☐ Security Agreement City: Henderson State: NV ZIP: 89015 ☐ Other ____ Execution Date: 4-17-99; 4-19-99; 4-24-99 Additional name(s) & address(es) attached? ☐ Yes X No and 5-2-99 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: B. Patent No.(s) A. Patent Application No.(s) 08/735,879 Additional numbers attached? ☐ Yes X No. 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence concerning document should be mailed: Linda M. Deschere 7. Total fee (37 CFR 3.41).....\$ 40.00 Name: Internal Address: YOUNG & BASILE, P.C. □ Enclosed 3001 West Big Beaver Road XX Authorized to be charged to deposit account Suite #624 8. Deposit account number: Street Address: 02-0100 City: Troy State: MI ZIP: 48084 (Attach duplicate copy of this page if paying by deposit account) /27/1999 URROWN - 00000152 220100 - 08735879 -DO NOT USE THIS SPACE

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9. Statement and signature.

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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.

Linda M. Deschere

Name of Person Signing

40.00 CH

Signature

MAY 17 1999

Total number of pages including cover sheet, attachments, and document:

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by RALPH BRODD, BENJAMIN CHALONER-GILL, MILTON NEAL GOLOVIN, MARK ISAACSON, and JOSEPH LUNDQUIST, residing at 2161 FOUNTAIN SPRINGS DR, HENDERSON, NEVADA 89014, 306-520 MANSION COURT, SANTA CLARA, CALIFORNIA 95054, 3416 STILLWATER WAY, MARIETTA, GEORGIA 30062, 513 HICKORY PLACE, SANTA CLARA, CALIFORNIA 95051 and 5210 THE WOODS, HEDGESVILLE, WEST VIRGINIA 25427 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in <u>SOLID</u> <u>ELECTROLYTES CONTAINING TOUGHENING AGENTS AND ELECTROLYTIC CELLS PRODUCED</u> <u>THEREFROM</u>, ☐ which is a provisional application to be filed herewith; ☐ which is a non-provisional application having an oath or declaration executed on even date herewith prior to filing of application; ^{SS} bearing Application No. <u>08/735,879</u>, and filed on <u>OCTOBER 23, 1996</u>; and

WHEREAS, <u>VALENCE TECHNOLOGY</u>, <u>INC.</u>, a corporation duly organized under and pursuant to the laws of <u>DELAWARE</u> and having its principal place of business at <u>301 CONESTOGA WAY</u>, <u>HENDERSON</u>, <u>NV 89015</u> (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

Page 1 of 2

(10/97)

PATENT REEL: 009979 FRAME: 0075

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date		Signature of Assignor	
•		. ,	Ralph Brodd
Date .	,	Signature of Assignor	
			Benjamin Chaloner-Gill
Date .		Signature of Assignor	Milton Neal Golovin
Date _	May 2, 1999	Signature of Assignor	Mach & Donacur
	,		Mark Isaacsen
Date _		Signature of Assignor	Joseph Lundquist
Date _		Signature of Assignor	
Date .		Signature of Assignor	
Date		Signature of Assignor	

Page 2 of 2

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Date	Cepul 17, 1444	Signature of Assignor	Ralph Brodd
Date		Signature of Assignor	Benjamin Chaloner-Gill
Date		Signature of Assignor	Milton Neal Golovin
Date		Signature of Assignor	Mark Isaacson
Date		Signature of Assignor	Joseph Lundquist
Date	4	Signature of Assignor	
Date		Signature of Assignor	
Date		Signature of Assignor	

1532 (028574-448) Attorney's Docket No.

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Date	Signature of Assignor	
Date <u>244PR</u>	99 Signature of Assignor	Ralph Brodd Benjamin Chaloner-Gill
Date	Signature of Assignor	Milton Neal Golovin
Date	Signature of Assignor	Mark Isaacson
Date	Signature of Assignor	Joseph Lundquist
Date	Signature of Assignor	
Date	Signature of Assignor	
Date	Signature of Assignor	

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Date	Signature of Assignor	
		Ralph Brodd
Date	Signature of Assignor	
		Benjamin Chaloner-Gill
Date 4/19/9	Signature of Assignor	Milten feat Goor
,		Milton Neal Gólóvin
Date	Signature of Assignor	
		Mark Isaacson
Date	Signature of Assignor	
		Joseph Lundquist
Date	Signature of Assignor	
Date	Signature of Assignor	
Date	Signature of Assignor	

Page 2 of 2