

12-05-2000

U.S. Department of Commerce
Patent and Trademark Office
PATENT



101534823

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID#
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other
- U.S. Government
(For Use ONLY by U.S. Government Agencies)
- ☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
07 23 1999

Name (line 1) D. & A. MacLeod Company Ltd.

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Estco Battery Management Inc.

Name (line 2)

Address (line 1) 19 Grenfell Crescent, Suite 100

Address (line 2)

Address (line 3) Nepean, Ontario

Canada
State/Country

K2G 0G3
Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Shapiro, Cohen

Address (line 1) P.O. Box 3440

Address (line 2) Station D

Address (line 3) Ottawa, Ontario

Address (line 4) Canada, K1P 6P1

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. Send comments to the Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS OFFICE.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20224

PATENT

REEL: 011161 FRAME: 0889

Correspondent Name and Address

Area Code and Telephone Number 613 232-5300

Name Shapiro, Cohen

Address (line 1) P.O. Box 3440

Address (line 2) Station D

Address (line 3) Ottawa, Ontario

Address (line 4) Canada, K1P 6P1

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

2

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

08887844

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was
signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number

only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐No ☐

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. Charges to deposit account are authorized, as
indicated herein.*

Susan D. Beaubien

Name of Person Signing

Signature

Date

July 26, 1999

1999 JUL 27 PM 2:50

APPOINTMENT

To: D. & A. MacLeod Company Ltd.
343 O'Connor Street
Ottawa, Ontario
K2P 1V9

Re: Estco Energy Inc.

Battery Technologies Inc. (the "Secured Creditor") holds, by virtue of an assignment agreement dated December 7, 1998, a Security Agreement dated July 20, 1995 that was given by Estco Energy Inc. (the "Debtor") as part of the security for the payment and satisfaction of any and all obligations, indebtedness and liabilities of the Debtor to the Secured Creditor. In the Security Agreement and assignment thereof, the Debtor granted to the Secured Creditor a security interest in the undertaking of the Debtor and all goods, chattel paper, documents to title, instruments, intangibles and securities then owned or thereafter acquired by or on behalf of the Debtor (the "Collateral").

Events of default under the Security Agreements having occurred and the security interests created herein having become enforceable pursuant to the provisions thereof, the secured creditor hereby appoints D. & A. MacLeod Company Ltd., ("the Agent") as Agent on behalf of the Secured Creditor pursuant to the Security with all and every power and authority specified by the Security in this regard and instructs the Agent to seize, protect and take such further action upon certain tangible and intangible assets forming part of the Collateral for the benefit of the Secured Creditor as may be instructed from time to time. You are specifically restricted from taking and are not authorized to take possession of any environmentally sensitive materials including the following: lithium metal in argon filled "glove boxes" (approximately 1 - 2 pound); mercury metal in a perisimeter container (approximately 250 pounds) and certain organic solvents (toxic) also in "glove boxes" unless otherwise directed in writing.

D. & A. MacLeod Company Ltd., as Agent will have no managerial capacity with respect to the Debtor and will assume no decision-making responsibility. D. & A. MacLeod Company Ltd., will have no contractual relationship with the Debtor or legal duty to act for or on behalf of the Debtor, either as receiver, receiver and manager, or otherwise.

All moneys received by the Agent after providing for all costs, charges and expense of or incidental to the exercise of any of its powers, including legal fees, shall be applied in and towards the satisfaction of any and all obligations, debts and liabilities of the Debtor to the Secured Creditor.

The rights and powers conferred hereby are in supplement to and not in substitution for any rights that the holder of the Security Agreement may from time to time have.

DATED at Ottawa, Ontario this 14 day of January, 1999.

Battery Technologies Inc.

Per: Authorized Signing Officer

D. & A. MacLeod Company Ltd. hereby consents to act as Agent with respect to the Collateral in accordance with the terms and conditions of the foregoing.

DATED at Ottawa, Ontario this day of January, 1999.

D. & A. MacLeod Company Ltd.

Per: Allen W. MacLeod, C.A., C.I.P.

PATENT

REEL: 011161 FRAME: 0891

ASSIGNMENT AND AGREEMENT

For value received, D. & A. MacLeod Company Ltd., whose full post office address is:

343 O'Connor Street
Ottawa, Ontario K2P 1V9

in its sole capacity as receiver of the undertaking, property and assets of ESTCO ENERGY INC., this capacity being established by its Appointment attached as Appendix A to this assignment, does hereby sell, assign and transfer to **Estco Battery Management Inc.** whose full post office address is:

19 Grenfell Crescent, Suite 100
Nepean, Ontario K2G 0G3

and is successors, assigns and legal representatives, the entire right, title and interest, for all countries, in and to the invention entitled

DEVICE FOR MANAGEMENT BATTERY PACKS BY MONITORING AND ASSESSING THE OPERATING CAPACITY OF THE BATTERY MODULES IN THE PACK

as described in applications for letters patent filed as follows:

In the UNITED STATES on 03 July 1997 and having a serial number of 08/887,844;

In CANADA on 04 July 1997 and having a serial number of 2,209,817;

Under the provision of the Patent Cooperation Treaty on 03 July 1998 and having a serial number of PCT/CA98/00650;

and all rights and privileges including priority rights arising from the applications aforesaid and corresponding applications in other countries, all continuations, continuations-in-part, divisions, renewals, substitutes or reissues thereof, and all the rights and privileges under any and all letters patent that may be granted for said inventions.

D. & A. MacLeod Company Ltd. requests that any and all patents for said inventions may be issued to said assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

For the sake of certainty, it is confirmed that this assignment is agreed between parties to have been in full force and effect no later than June 30, 1999.

EXECUTED at *Ottawa*)

This *23rd* day of *July*, *1999*)

)

)

)

Witness: _____

D. & A. MacLEOD COMPANY LTD.

In its sole capacity as Receiver of the Undertaking,
property and assets of ESTCO ENERGY INC.

[Signature]
(Name, Position) ALLEN W. MACLEOD, C.A., C.I.P.