

09-11-2001

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Igor V. Barsukov  
Peter L. Zaleski

9.5.01

2. Name and address of receiving party(ies)

Name: Superior Graphite Co.

Internal Address:

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Street Address: 10 S. Riverside Plaza

City: Chicago State: IL Zip: 60606

Execution Date: August 22, 2001

Additional name(s) & address(es) attached?  Yes  No

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)

09/865,207

B. Patent No.(s)

408

Additional numbers attached?  Yes  No

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

Name: Stephen B. Heller

Internal Address: Cook, Alex, McFarron,  
Manzo, Cummings &  
Mehler, Ltd.

Suite 2850

Street Address: 200 W. Adams Street

City: Chicago State: IL Zip: 60606

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

Stephen B. Heller

Name of Person Signing

*Stephen B. Heller*  
Signature

August 31, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

09/07/2001 EEKUBAY1 00000036 09865207

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PATENT  
REEL: 012139 FRAME: 0760

**ASSIGNMENT**

In consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Igor V. Barsukov and Peter L. Zaleski (hereinafter referred to as Assignors) assign to Superior Graphite Co. (hereinafter referred to as Assignee), an Illinois corporation, having a principal place of business at 10 S. Riverside Plaza, Chicago, Illinois 60606, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in Assignors' invention or improvement in Method of Preparing Graphite Intercalation Compounds and in the application for Letters Patent of the United States therefor, filed on May 24, 2000, and assigned Serial No. 09/865,207, and any and all other United States applications and applications in any and all countries which Assignors may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States or of any other country which may be obtained or any of the said applications, and, if provisional, in any regular application referring thereto pursuant to 35 U.S.C. 119(e) or other internal priority legislation, and in any division, continuation, reexamination, reissue or extension thereof.

Assignors hereby authorize and request the Commissioner of Patents to issue said Letters Patent to said Superior Graphite Co.. Assignors hereby authorize and request the attorneys of record in said application to insert in this assignment the date and serial number of said application when officially known.

Assignors warrant that they are the owners of the entire right, title and interest in and to the invention and patent application herein assigned and has the right to make this assignment; and further warrants that there are no outstanding prior assignments, licenses, or other rights whatsoever (including, without limitation, shop rights) in the interest herein assigned.

For said considerations Assignors hereby agree upon the request and at the expense of said Assignee, its successors, legal representatives and assigns, to execute any and all divisional, continuation, and renewal applications for said invention or improvements, and any necessary oath or supplemental oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application that said Assignee, its successors, legal representatives and assigns may deem necessary or expedient.

For said consideration Assignors further agree upon the request of said Assignee, its successors, legal representatives and

assigns, in the event of said application or any continuation or division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof becoming involved in Interference or any other contested matter to cooperate to the best of their ability with said Assignee, its successors, legal representatives and assigns in the matters of preparing and executing the preliminary statement or other such document and giving and producing evidence in support thereof. Assignors further agree to perform, upon such request, any and all affirmative acts to obtain said Letters Patent, and vest all rights therein hereby conveyed in the said Assignee, its successors, legal representatives and assigns whereby said Letters Patent will be held and enjoyed by the said Assignee, its successors, legal representatives and assigns to the end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made.

For said consideration, Assignors also assign to said Assignee, its successors, legal representatives and assigns the entire right, title and interest in said invention or improvements for any and all foreign countries and the right of priority for patent and utility model applications in all countries arising under any applicable international convention for the protection of

industrial property and/or any internal priority legislation of such countries, and Assignors agree upon the request of said assignee, its successors, legal representatives and assigns to execute any and all documents that shall be required to be executed in connection with any and all applications for foreign Letters Patent thereof, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said assignee.

I. Barsukov.

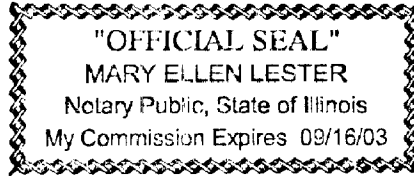
Igor V. Barsukov

8/22/01

Date

SUBSCRIBED and SWORN to before me this 22<sup>ND</sup> day of August, 2001.

Mary Ellen Lester  
NOTARY PUBLIC



Peter L. Zaleski  
Peter L. Zaleski

8/22/01  
Date

SUBSCRIBED and SWORN to before me this 22<sup>ND</sup> day of August, 2001.

Mary Ellen Lester  
NOTARY PUBLIC

