

FORM PTO-1595
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
COVER SHEET
OCT 15 2001

10-15-01

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

1. Name of conveying party(ies):

Nathan G. WOODARD
Omar M. KABIR
Jeremiah I. RATHBUN

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

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

Name: Beacon Power Corporation

Internal Address:

Street Address: 234 Ballardvale Street

City: Wilmington State: Massachusetts Zip: 01887

Additional name(s) & address(es) attached? yes no

Please see attached.

3. Nature of Conveyance:

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

Execution Date: September 28, 2001 October 1, 2001
and October 2, 2001

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) 09/924,153

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: William J. Daley, Jr. (Reg. No: 35,487)
Street Address: Dike, Bronstein, Roberts & Cushman
Intellectual Property Practice Group of
Edwards & Angell
P. O. Box 9169

City: Boston State: MA Zip: 02209

6. Total number of applications and patents involved: []

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 04-1105
(Attach duplicate copy of this page if paying by deposit account)

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.

William J. Daley, Jr. (Reg. No: 35,487)
Name of Person Signing

William J. Daley, Jr.
Signature

October 12, 2001
Date

Total number of pages including cover sheet, attachments, and documents []

OMB No. 0651-0011 (exp. 4/94)

ASSIGNMENT

WHEREAS, We, Nathan G. Woodard, residing at 1783 N. Madison Avenue, Pasadena, California 91104, inventor, and a citizen of the United States; Omar M. Kabir, residing at RD1 BOX 338, Rt. 7, Delanson, New York 12053, inventor, and a citizen of the United States; and Jeremiah I. Rathbun, residing at 35 Griffin Road, Peabody, Massachusetts 01960, inventor and citizen of the United States (hereinafter referred to as "Assignors"), have invented certain new and useful improvements in "DEVICE FOR COOLING A BEARING; FLYWHEEL ENERGY STORAGE SYSTEM USING SUCH A BEARING COOLING DEVICE AND METHODS RELATED THERETO", for which an application for United States Letters Patent with the same title is filed herewith, and

WHEREAS, Beacon Power Corporation, located at 234 Ballardvale Street, Wilmington, Massachusetts 01887, (hereinafter referred to as the "Assignee"), is desirous of acquiring the entire right, title and interest in and to the same invention, and in and to the said application, and any Letters Patent that may issue thereon;

NOW, THEREFORE, TO ALL WHOME IT MAY CONCERN, be it known that for and in consideration of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, and transferred, and do hereby sell, assign and transfer to the Assignee, its successors and assigns, their entire right, title and interest for the United States in and to the said invention and in and to the said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, in whole or in part, re-examinations, and extensions thereof, and all applications claiming priority therefrom; and the Assignors hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as their interest is concerned, to the Assignee; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of said Letters Patent for said invention may issue, to the same extent as the Assignors would hold and enjoy if this Assignment had not been made.


The Assignors also have sold, assigned, and transferred, and do hereby sell, assign and transfer to the Assignee, its successors and assigns, their entire right, title and interest in and to the invention disclosed in said application, in all countries of the world foreign to the United States, including the right to file applications and obtain patents for said invention in its own name in said countries and including all rights of priority in said countries under the terms of any applicable international convention; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of said Letters Patent for said invention may issue, to the same extent as the Assignors would hold and enjoy if this Assignment had not been made.

The Assignors further agree to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights, and also agree, at the request of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors and assigns, to obtain, maintain and enforce patent protection for said invention in all countries.

The Assignors also hereby grant the law firm of Dike, Bronstein, Roberts & Cushman, Intellectual Property Group of EDWARDS & ANGELL, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this documents.

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be executed.

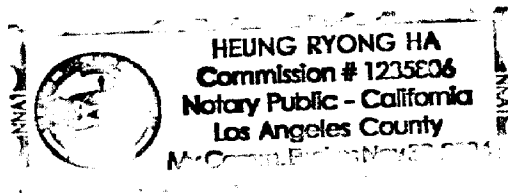
Dated this 28 day of Sept, 2001.

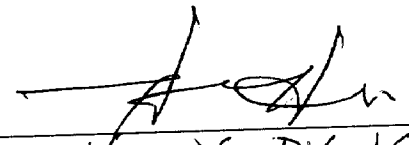

Nathan G. Woodard

CERTIFICATE

State of California
County of Los Angeles

Personally appeared before me the above-named Nathan G. Woodard, who signed the foregoing Assignment in my presence on the date thereof and acknowledged the same to be their voluntary, and to be his free act and deed.




Name: HEUNG RYONG HA
NOTARY PUBLIC
My Commissioner Expires:
NOV-30-2004

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be executed.

Dated this 02 day of OCTOBER, 2001.

Omar Kabir
Omar Kabir

CERTIFICATE

State of New York)
County of ERIE)

Personally appeared before me the above-named Omar Kabir, who signed the foregoing Assignment in my presence on the date thereof and acknowledged the same to be their voluntary, and to be his free act and deed.

Anthony R. Vento

Name:
NOTARY PUBLIC
My Commissioner Expires: 6/3/03

ANTHONY R. VENTO
Notary Public, State of New York
Qualified in Erie County 6/3/03
My Commission Expires 6/3/03

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be executed.


Dated this 1st day of October, 2001.


Jeremiah I. Rathbun

CERTIFICATE

State of Massachusetts)
County of Middlesex)

Personally appeared before me the above-named Jeremiah I. Rathbun, who signed the foregoing Assignment in my presence on the date thereof and acknowledged the same to be their voluntary, and to be his free act and deed.


Name: Kim Bruckshaw
NOTARY PUBLIC
My Commissioner Expires: 8/5/2005