

05-08-2003

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

1. Name of conveying party(ies):
Matthew M. Seabaugh and Scott L. Swartz

2. Name and Address of receiving party(ies):
Name: NexTech Materials, Ltd.
Internal Address: _____

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

Street Address: 720-I Lakeview Plaza Blvd.
Worthington, OH 43085

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: April 25, 2003

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

4. Application number(s) or patent number(s)

If this document is being filed with a new application, the filing date of the application is:

A. Patent Application No.(s)
10/185,496

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of person to whom correspondence concerning document should be mailed:
Name: Belinda L. Reynolds, Legal Assistant
Internal Address: _____
Porter, Wright, Morris & Arthur LLP
Street Address: 41 South High Street

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

City: Columbus State: OH ZIP: 43215

8. Deposit account number: 16-2326
(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 documents.

Richard M. Mescher
Name of Person Signing

Richard M. Mescher
Signature

May 1, 2003
Date

Total number of pages comprising cover sheet: 1

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Mail documents to be recorded with required cover sheet information to:

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Director of the U.S. Patents and Trademarks
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P.O. Box 1450
Alexandria, VA 22313-1450

ASSIGNMENT

Of: NANO-COMPOSITE ELECTRODES AND METHOD OF MAKING THE SAME

From: Matthew M. Seabaugh, an individual
Scott L. Swartz, an individual

To: NexTech Materials, Ltd., a Domestic Limited Liability Company of the State of Ohio

We, Matthew M. Seabaugh, a citizen of the United States residing in Columbus, Ohio, and Scott L. Swartz, a citizen of the United States residing in Columbus, Ohio, are inventors of NANO-COMPOSITE ELECTRODES AND METHOD OF MAKING THE SAME, for which we are applying for Letters Patent of the United States by an application so titled, the specification of which was filed June 28, 2002 and has been assigned Application No. 10/185,496;

For good and valuable consideration paid to us from NexTech Materials, Ltd., a Domestic Limited Liability Company of the State of Ohio having its corporate offices at 720-I Lakeview Plaza Blvd., Worthington, Ohio 43085, the receipt and sufficiency of which we acknowledge, by this Assignment;

We sell, assign, and transfer to NexTech Materials, Ltd. our entire and undivided right, title, and interest in and to our invention for NANO-COMPOSITE ELECTRODES AND METHOD OF MAKING THE SAME, our said application for letters patent, the invention described therein, and all rights appurtenant thereto and in all our applications related thereto, including each of the following: the right to apply for any letters patent for said invention in the

United States and all foreign countries, all other applications for letters patent on said invention, in whatsoever countries, including all divisional, renewal, substitute, and continuation applications based in whole or in part upon said invention or upon said application or related thereto; all letters patent that may issue thereon in the United States and foreign countries and all reissues, extensions, renewals, divisions, or continuations of letters patent granted for said inventions or upon said applications, to the full end of the term or terms for which said letters patent may be issued; and every priority or other right accorded by every international convention, treaty, or agreement that is or may be predicated upon or arise from said invention, application and other applications or letters patent therefor, all to be held and enjoyed by NexTech Materials, Ltd., its successors and assigns, all the same as we would have held and enjoyed had this Assignment not been made;

We authorize and grant the right to NexTech Materials, Ltd. to file and prosecute patent applications in all countries for any part of said invention in our names or in the name of NexTech Materials, Ltd. or otherwise, as NexTech Materials, Ltd. may deem advisable under any international convention, treaty, or agreement or otherwise;

We authorize the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other countries to grant, issue, and transfer any letters patent for the said inventions arising out of said application to NexTech Materials, Ltd., as assignee of our entire right, title, and interest therein, in accordance with this instrument of assignment;

We represent and warrant that there are no rights or interests outstanding inconsistent with the rights and interests granted herein; we covenant that we will not execute, grant, or transfer any rights or interests inconsistent herewith; we bind ourselves to execute and deliver to NexTech Materials, Ltd., its successors and assigns, any further documents or instruments and to

perform any further acts that may be deemed necessary to enable it, its successors and assigns, to file the said applications for letters patent for the said invention in any country in which it may elect to file such applications, and to vest in NexTech Materials, Ltd., its successors and assigns, the title herein conveyed and intended to so be conveyed, and to enable such title to be recorded in the United States and each foreign country in which each such application may be filed so that any patent issued thereon shall be issued to NexTech Materials, Ltd., its successors and assigns; and we further covenant and agree, that we will, upon request, communicate to NexTech Materials, Ltd., its successors and assigns, any facts relating to the said invention and the history thereof known to us, and that we will testify as to the same in any interference or other litigation when requested to do so by NexTech Materials, Ltd., its successors and assigns.

Matthew M. Seabaugh

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

SS:

On this 25th day of April, 2003 before me personally appeared Matthew M. Seabaugh, who executed the foregoing instrument and who acknowledged to me that he executed the same of her own free will for the purpose therein set forth.

Jamie N. Jacques
Notary Public

(seal)

NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

Scott L. Swartz

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

SS:

On this 25th day of April, 2003 before me personally appeared Scott L. Swartz, who executed the foregoing instrument and who acknowledged to me that he executed the same of her own free will for the purpose therein set forth.

Jamie N. Jacques
Notary Public

(seal)

JAMIE N. JACQUES, JR.
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.