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Docket No.: 15884-1

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
P08A/REV03



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102492447

Tab settings

To the Honorable Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
TELCORDIA TECHNOLOGIES

7-703
Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: **RUTGERS UNIVERSITY FOUNDATION**
Address: **ASB III, 3 RUTGERS PLAZA, 3rd FLOOR**

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other **DONATION AGREEMENT**
Execution Date: **1/29/2003 AND 5/27/2003**

City: **NEW BRUNSWICK** State/Prov.: **NJ**
Country: **US** ZIP: **08902-8526**
Additional name(s) & address(es) Yes No
**OFFICE OF PUBLIC RECORDS
2003 JUL -7 AM 10:26
FINANCE SECTION**

4. Application number(s) or patent numbers(s):
If this document is being filed together with a new application, the execution date of the application is: _____
Patent Application No. Filing date
SEE ATTACHED LIST
07/08/2003 GTON11 00000189 501358 6122092
01 FC:8021 840.00 DA Additional numbers Yes No

B. Patent No.(s)
SEE ATTACHED LIST
6122092

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **GLEN E. BOOKS**
Registration No. **24,950** (CUST. NO. 28221)
Address: **LOWENSTEIN SANDLER PC**
65 LIVINGSTON AVENUE

City: **ROSELAND** State/Prov.: **NJ**
Country: **US** ZIP: **07068**

6. Total number of applications and patents involved: **21**
7. Total fee (37 CFR 3.41):.....\$ **840.00**
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account
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501358
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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.
GLEN E. BOOKS (Reg. No. 24,950) *Glen E Books* **7/1/03**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

8

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 014235 FRAME: 0166

ATTACHMENT A

PATENT RIGHTS TO BE DONATED

FORM	PATENT or SERIAL NUMBER	ISSUE [Patent] or FILING [Application] DATE	TITLE	FOREIGN
Patent	6,122,092	Sep 19, 2000	Reversible Inorganic Electrochemical Solution Device	
Patent	6,181,545	Jan 30, 2001	Supercapacitor Structure And Method Of Making Same	EUR, IND, JAP, MAL, SIN, SKO, TAI
Patent	6,187,061	Feb 13, 2001	Supercapacitor Structure And Method Of Making Same	
Patent	6,198,623	Mar 6, 2001	Carbon Fabric Supercapacitor Structure	
Patent	6,252,762	Jun 26, 2001	Rechargeable Hybrid Battery/Supercapacitor System	AUS, CAN, CHI, EUR, IND, ISR, JAP, MAL, SIN, SKO, TAI, THA
Patent	6,383,682	May 7, 2002	Yttrium-Ion Rechargeable Battery Cells	
Patent	6,432,581	Aug 13, 2002	Rechargeable Battery Including An Inorganic Anode	
Application	09/532,702	Mar 22, 2000	Transition Metal Chalcogenide Electrode Compositions For Low-Voltage Rechargeable Li and Li-Ion Batteries	
Application	09/577,643	May 24, 2000	Dual Cation Rechargeable Electrochemical Battery Cell	EUR, JAP, MAL, SKO, TAI
Application	09/650,364	Sep 29, 2000	High Energy Density Hybrid Battery/Supercapacitor System	
Patent	6,482,548	Nov 19, 2002	Lithium-Aluminum Dual-Cation Rechargeable Electrochemical Battery Cell	
Application	09/813,414	Mar 21, 2001	High Voltage Rechargeable Electrochemical Energy Storage System Structure	
Application	09/771,809	Jan 29, 2001	Nanostructure Lithium Titanate Electrode For High Cycle Rate Rechargeable Electrochemical Cell	MAL, TAI, WIPO
Application	09/764,640	Jan 18, 2001	Carbon Fabric Supercapacitor Structure	
Application	09/833,529	Apr 12, 2001	Metal Nitride Electrode Materials For High Capacity Rechargeable Lithium Battery Cells	
Application	09/884,283	Jun 19, 2001	X-Ray Diffraction Cell	
Application	09/970,437	Oct 3, 2001	Electrochemical Cell Comprising Lamination of Electrode and Paper Separator Members	MAL, TAI, WIPO
Application	09/969,175	Oct 2, 2001	Hydrated Iron Phosphate Electrode Materials for Rechargeable Lithium Battery Cell Systems	
Application	10/134,953	Apr 29, 2002	Nano-particle Electrode Rechargeable Battery Cell	

FORM	PATENT or SERIAL NUMBER	ISSUE [Patent] or FILING [Application] DATE	TITLE	FOREIGN
Application	10/261,863	Oct 1, 2002	Transition Metal Fluoride: Carbon Nanoamalgam Rechargeable Battery Cell Electrode Material	
Provisional Application	60/429,492	Nov 27, 2002	Transition-Metal Fluoride Plus Metal As Positive Electrode Materials For Lithium Ion Batteries	

AUS, Australia; CAN, Canada; CHI, China; EUR Europe; IND, India; ISR, Israel; JAP, Japan; MAL, Malasia; SIN, Singapore; SKO, South Korea; TAI, Taiwan' THA, Thailand

Pursuant to the Amended and Restated Master Agreements (ARMAs) by and between Telcordia and, individually, Ameritech (now SBC), Bell Atlantic (now Verizon), Bellsouth, NYNEX (now Verizon), Pacific Telesis (now SBC), SouthWestern Bell (now SBC), and US West (now Qwest) (collectively the "Regional Bell Operating Companies") have certain rights in US Patent 6,111,673.

The United States Government has certain rights in patent applications 9) through 35) listed above pursuant to US Government Contract F306002-98-C-0216 (DARPA).

Government March-in Rights

The United States Government has possible march in rights in patent applications 9) through 35) listed above pursuant to US Government Contract F306002-98-C-0216 (DARPA).

DONATION AGREEMENT

This Donation Agreement ("AGREEMENT"), is entered into as of this 28th day of January, 2003 ("Effective Date"), by and between Telcordia Technologies ("TELCORDIA"), a subsidiary of Science Applications International Corporation, with its principal place of business in Morristown, NJ, and Rutgers University Foundation ("FOUNDATION"), a 501(c)(3) organization with its principal place of business in New Brunswick, NJ.

WHEREAS, TELCORDIA has developed technology in the fields of memory storage and supercapacitance (collectively, "MEMORY TECHNOLOGY"); and

WHEREAS, MEMORY TECHNOLOGY is based on and incorporates certain Patents and Patent Applications filed in the United States and many foreign jurisdiction that are owned by TELCORDIA, which Patents and Patent Applications are listed and described in Attachment "A", incorporated herein in full by this reference (collectively, "PATENTS"); and

WHEREAS, some PATENTS are subject to pre-existing rights in favor of the United States Government; and

WHEREAS, TELCORDIA also owns certain equipment useful in MEMORY TECHNOLOGY and related research, which equipment is listed and described in Attachment B (collectively, "EQUIPMENT"); and

WHEREAS, FOUNDATION desires to conduct research on and to continue development of the MEMORY TECHNOLOGY in furtherance of the public interest in the technology embodied therein; and

WHEREAS, TELCORDIA now desires to make a contribution for charitable purposes by transferring to FOUNDATION all its right, title and interest in and to the PATENTS, the EQUIPMENT and a specified amount of cash money, and FOUNDATION desires to accept such transfer, in accordance with the terms and conditions contained herein:

NOW, THEREFORE the parties agree as follows:

1. Donation.

1.1. Donation of PATENTS. TELCORDIA hereby donates, assigns and transfers to FOUNDATION all of TELCORDIA's right, title and interest in and to the PATENTS. FOUNDATION hereby acknowledges and agrees that it is taking title to the PATENTS, and that TELCORDIA shall have no further liability therefor.

1.1.1. Preparation of Patent Assignments. Promptly upon execution of this AGREEMENT by FOUNDATION, TELCORDIA shall provide FOUNDATION with separate documents, duly executed by TELCORDIA and suitable for recordation with the United States Patent and Trademark Office (the "PTO") or the appropriate foreign patent office as the case may be, assigning to FOUNDATION all of TELCORDIA's right, title and interest in and to the PATENTS. FOUNDATION agrees to assume responsibility for recording the assignment documents with the PTO or the foreign patent offices, and will bear all costs and logistics associated with the recordation of the assignments. TELCORDIA further agrees to take any other steps reasonably requested by FOUNDATION in order to effect the grant of rights hereunder.

1.1.2. U.S. Government Rights. The parties expressly agree nothing in this Agreement may be construed to negate, prohibit or amend any prior grant of rights from TELCORDIA to the U.S. Government in either the PATENTS or MEMORY TECHNOLOGY, or any prior

grant of rights from TELCORDIA to the U.S. Government necessitated by law or by federal regulation as a result of prior research or development relating to either the PATENTS or the MEMORY TECHNOLOGY and funded by the U.S. Government.

1.1.3 Pre-Existing Rights. Furthermore, the parties expressly agree nothing in this Agreement may be construed to negate, prohibit or amend any prior grant of rights from TELCORDIA to the Regional Bell Operating Companies in either the PATENTS or MEMORY TECHNOLOGY.

1.1.4 Release. FOUNDATION will release, discharge, and hold harmless TELCORDIA and its employees, officers, directors, representatives, agents, affiliates, subsidiaries, successors and assigns from any and all rights, claims, demands, damages and actions arising out of any use of the PATENTS or the MEMORY TECHNOLOGY after the effective date of this agreement.

1.2. Donation of EQUIPMENT. TELCORDIA also hereby donates, assigns and transfers to FOUNDATION all of TELCORDIA's right, title and interest in and to the EQUIPMENT described and listed in Attachment B. EQUIPMENT will be delivered to FOUNDATION by TELCORDIA, freight prepaid, within Sixty (60) days after the Effective Date; TELCORDIA shall also provide FOUNDATION with a written estimate or appraisal of the EQUIPMENT's fair market value. This EQUIPMENT is given in an "as is" condition, and TELCORDIA makes no warranties or representations as to the condition or functionality of such EQUIPMENT. FOUNDATION shall be responsible for the maintenance, upkeep and performance of all equipment as of the date of its delivery to FOUNDATION.

1.3. Donation of Cash Money. TELCORDIA also donates to FOUNDATION the sum of One-Hundred Thousand Dollars (\$100,000.00), intended to provide FOUNDATION with the funds necessary to (a) pay the Patent Issue Fee for each of the pending, unissued PATENTS listed in Attachment A; (b) pay PTO required maintenance fees for each of the PATENTS or patent applications listed in Attachment A; and (c) pay patent counsel of its choosing to manage the continued prosecution of the yet-to-be-issued patent applications listed in Attachment A. FOUNDATION shall be responsible for, and bear all costs associated with, the management, prosecution and maintenance of the PATENTS as of the Effective Date. FOUNDATION need not account to TELCORDIA for its disbursement of donated cash, and any cash not needed for management, prosecution and maintenance of PATENTS may be retained by FOUNDATION.

1.4. Additional Assistance. Upon FOUNDATION's reasonable prior request and subject to Section 2.4 below, TELCORDIA may, at TELCORDIA's sole option, make relevant TELCORDIA personnel available to FOUNDATION for other purposes related to the inventions, upon reasonable notice and at TELCORDIA's customary hourly rates for further support or development assistance with the PATENTS or the MEMORY TECHNOLOGY.

2. Representations, Warranties and Disclaimers.

2.1. FOUNDATION Representations and Warranties. FOUNDATION represents, warrants and covenants that: (a) it is a 501(c)(3) non-profit organization duly organized under the laws of the United States of America and of its state of organization, and that it is in good standing in both jurisdictions; (b) it has the full and complete authority to enter into this AGREEMENT and to perform its obligations hereunder, and it is willing to receive the PATENTS to be donated, assigned and transferred to it hereunder; (c) it will review the valuation report concerning the fair market value of the PATENTS, which report will be provided to FOUNDATION immediately upon its receipt by TELCORDIA; and (d) it will use the PATENTS only in furtherance of its legitimate purposes as a 501(c)(3) organization.

- 2.2. TELCORDIA Representations and Warranties. TELCORDIA represents and warrants that: (a) it has the full and complete authority to enter into this AGREEMENT and to perform its obligations hereunder; and (b) it is the owner of the PATENTS to be transferred to FOUNDATION hereunder, subject to any pre-existing license rights of the United States Government.
- 2.3. Disclaimer. THE PATENTS DONATED TO FOUNDATION UNDER THIS AGREEMENT ARE PROVIDED BY TELCORDIA "AS IS," AND TELCORDIA DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TELCORDIA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PATENTS OR THE MEMORY TECHNOLOGY WILL BE FREE FROM CLAIMS OF INFRINGEMENT BY THIRD PARTIES, AND TELCORDIA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED TO THAT EFFECT.
- 2.4. No Further Obligations. Upon execution of this AGREEMENT, TELCORDIA will have no further liability or other responsibility for, arising out of, or related to any use of the PATENTS or of any MEMORY TECHNOLOGY. TELCORDIA will have no further obligation to support or develop MEMORY TECHNOLOGY. TELCORDIA will not have any liability or obligation with respect to the maintenance or enforcement of the PATENTS.
- 2.5. Limitation of Liability. IN NO EVENT WILL TELCORDIA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY FOUNDATION, OR ANY THIRD PARTY LICENSED BY FOUNDATION, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHER LEGAL THEORY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

3. General Provisions.

- 3.1. Entire Agreement. This AGREEMENT, including all attached exhibits, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior statements and agreements, whether written or oral. This AGREEMENT may not be modified except in a writing signed by both parties.
- 3.2. Notices. Whenever notice is to be served hereunder, service will be made personally, by facsimile transmission, by overnight courier or by registered or certified mail, return receipt requested. All postage and other delivery charges will be prepaid by the party sending the notice. Notice will be effective only upon receipt by the party being served, except notice will be deemed received 72 hours after posting by the United States Post Office, by method described above. Confirmation of receipt of any facsimile sent must be received in order to presume that the transmission was received. All notices will be sent to the addresses described below unless changed by written notice pursuant to the terms of this Section:

To TELCORDIA:

Telcordia Corporate Center
445 South Street
M/S MCC 1J106R
Morristown, NJ 07960
Attention: Joseph Giordano
Phone: 973.829.2352
Fax: 973.829.2366

WITH COPY TO:

SAIC Corporate Legal
10010 Campus Point Drive
M/S F3
San Diego, CA 92121
Attention: Mike Lachuk
Phone: 858.826.7090
Fax: 858.826.7992

To FOUNDATION:

Arts & Sciences Development Office
18 Bishop PL
New Brunswick, NJ 08901
Attention: Joe Stampe
Fax:
Phone:

- 3.3. **Waiver.** No waiver of any term, provision, or condition of this AGREEMENT, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition, or as a waiver of any other term, provision, or condition of this AGREEMENT.
- 3.4. **Assignment or Delegation.** No right or interest in this contract may be assigned by either party without the written permission of the other party, and no delegation of any obligation owed, or of the performance of any obligation, by either party, may be made without the written permission of the other party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 3.5. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of New Jersey without reference to conflicts of law principles.
- 3.6. **Counterparts.** This AGREEMENT may be executed in one or more counterparts, each of which will constitute an original, but all of which taken together will constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT through their duly authorized representatives:

TELCORDIA

By: 
Signature

GRANT CLARK
Printed Name

Corp VP & Gen Counsel
Title

Date: 1/29/03

FOUNDATION

By: 
Signature

Michael W. Carroll
Printed Name

President, Rutgers Univ. Foundation
Title

Date: May 27, 2003