

10-07-2003



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Form PTO-1595 (Rev. 10/02)

RECOF

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

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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

1. Name of conveying party(ies):

EV ENERGY SYSTEMS, LTD.
4300 NW 23rd Avenue
Suite 530
Gainesville, FL 32606

10-2-03

2. Name and address of receiving party(ies)

Name: WAVECREST POWERDENSE LLC

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: 45600 Terminal Drive

City: Dulles State: VA Zip: 20166

Execution Date: 09-11-2003

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)

B. Patent No.(s) 5,370,711 ;

5,439,488 ; 5,667,907 ; 6,265,098

Additional numbers attached? Yes No

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

Name: Boris A. Maslov

Internal Address: Vice President

Wavecrest Laboratories LLC

Street Address: 45600 Terminal Drive

City: Dulles State: VA Zip: 20166

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

- Enclosed CK #1004
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Joseph Z. Perry, President
Name of Person Signing

Joseph Z. Perry
Signature

10/2/03
Date

Total number of pages including cover sheet, attachments, and documents: 9

10/06/2003 ECD/PEK 00000185 5370711

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

160.00 DP

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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (the "Agreement") is entered into this 15th day of September, 2003 (the "Effective Date") by and between **EV ENERGY SYSTEMS, LTD.**, a Florida limited partnership having a principal place of business at 4300 NW 23rd Avenue, Suite 530, Gainesville, FL 32606 ("Assignor") and **WAVECREST POWERDENSE LLC**, a Delaware limited liability company having a principal place of business at 45600 Terminal Drive, Dulles, Virginia 20166 ("Assignee").

WHEREAS, Assignor, Jon K. West and Thomas E. Audit, on the one hand, and Assignee, on the other hand, have entered into an Asset Purchase Agreement (the "Purchase Agreement") dated September 15, 2003, whereby Assignee has acquired certain "Assets" as such term is defined in the Purchase Agreement;

WHEREAS, Assignor represents that it is the owner of all rights, title and interest in and to the patents identified in Exhibit A attached hereto (including all inventions disclosed therein) and all corresponding United States and foreign patents and patent applications (all the foregoing hereinafter described as the "Patent Rights"), which Patent Rights form a part of the "Assets;" and

WHEREAS, in connection with the Purchase Agreement, Assignee is desirous of acquiring all right, title and interest in and to the Patent Rights in the United States and throughout the world as part of the "Assets" and Assignor is willing to assign all such right, title and interest to Assignee according to the terms of this Agreement and the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by Assignor, the Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest throughout the world in and to the Patent Rights, including any divisionals, continuations, continuations-in-part, substitutes, renewals or other United States or foreign patent application based on the Patent Rights, and any Letters Patent, whether United States or foreign, that are or may be granted from such United States and foreign patent applications and any reissues, reexaminations or extensions of such Letters Patent, and further, all

rights and privileges pertaining to the Patent Rights and any Letters Patents, including all rights to sue others for past, present and future acts of infringement of the Patent Rights and Letters Patent.

2. Assignor further assigns and empowers Assignee all right to file applications for patents or other forms of protection for all inventions embodied or disclosed in the Patent Rights (including all modifications and improvements thereto) to prosecute such applications, and to have any patents issuing from such applications granted in Assignee's name, and to claim and receive the benefit of any priority rights, convention rights and other benefits accruing or to accrue with respect to the filing or prosecution of such applications or the issuance of such patents in all countries as fully as the same would have been held and enjoyed by Assignor had this Agreement not been made.

3. Assignor hereby authorizes and requests the appropriate officers in the United States Patent and Trademark Office and in all foreign patent and trademark offices, as appropriate, to issue to Assignee any Letters Patents that may be granted upon applications forming a part of the Patents Rights, and to index this Assignment against any and all of such Letters Patents that may be granted upon applications forming a part of the Patent Rights.

4. Assignor further agrees that Assignor will, without further consideration, (a) cooperate with Assignee in the prosecution of all United States and foreign patent applications based on the Patent Rights, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer that may be reasonably necessary to further the purposes of this Agreement and (c) perform such other acts as Assignee lawfully may request to help Assignee obtain, maintain, defend or enforce Letters Patent based on the Patent Rights in all countries and to vest title thereto in Assignee.

5. In the event that Assignee is unable for any reason to secure Assignor's signature to any document that it is entitled to under the preceding paragraph, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorney-in-fact to act for and on behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing paragraph with the same legal force and effect as if executed by Assignor.

6. This Agreement shall be governed by and enforced in accordance with the laws of the State of Delaware, without giving effect to any conflicts of law principles thereof.

7. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

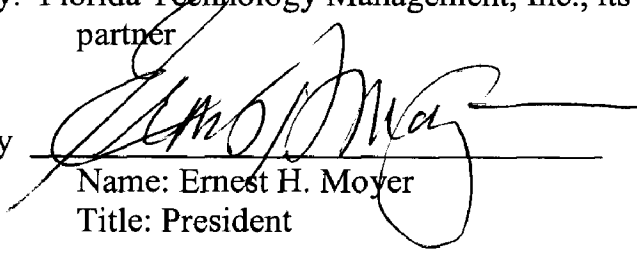
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

EV Energy Systems, Ltd.

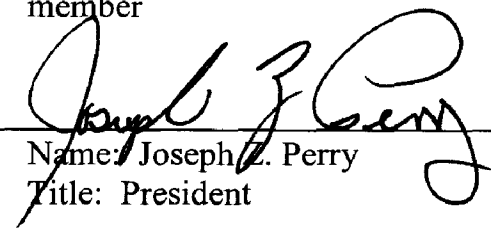
By: Florida Technology Management, Inc., its general partner

By: 
Name: Ernest H. Moyer
Title: President

ASSIGNEE:

WaveCrest PowerDense LLC

By: WaveCrest Laboratories LLC, its managing member

By: 
Name: Joseph Z. Perry
Title: President

On this 11 day of September, 2003, before me appeared Ernest H. Moyer, the person who signed this instrument, who acknowledge that he/she signed it as a free act on his/her own behalf or on behalf of the Assignor with authority to do so.

State of Florida)
County of Alachua)

ss.



On this 15th day of September, 2003, before me appeared Joseph Z. Perry, the person who signed this instrument, who acknowledge that he/she signed it as a free act on his/her own behalf or on behalf of the Assignee with authority to do so.

State of Virginia)
County of Loudoun) ss.

Bernice S. Palys

BERNICE S. PALYS
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES OCTOBER 4, 2004

EXHIBIT A

U.S. patent 5,370,711 "Method for Making an Electrical Energy Storage Device"

U.S. patent 5,439,488 "Apparatus for Making an Electrical Energy Storage Device"

U.S. patent 5,667,907 "Electrical Energy Storage Device for a Motor Vehicle"

U.S. patent 6,265,098 "Electrical Energy Storage Device"