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Patent and Trademark Office

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10/487780

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

1. Name of conveying party(ies):

Hisashi Tsukamoto
Khalil Amine
Qingzheng Wang
Bookeun Oh

Donald R. Vissers
University of Chicago

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

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

Name: Quallion LLC

Address: 12744 San Fernando Road

Bldg. 3

City: Sylmar

State/Prov.: CA

Country: US

ZIP: 91342

Additional name(s) & address(es)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date:

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

B. Patent No.(s)

03/02/2004 NKAYPASH 00000016 500921 10487780

04 FC:8021 40.00 BA

Additional numbers

☐ Yes ☐ No

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

Name: M. Elizabeth Bush

Registration No. 38,402

Address: P.O. Box 923127

03/02/2004 NKAYPASH 00000016 500921 10487780

03 FC:8021 40.00 BA

City: Sylmar

State/Prov.: CA

Country: US

ZIP: 91392-3127

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 80.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0921

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

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.

M. Elizabeth Bush, Reg. No. 38,402

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

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PATENT

REEL: 015381 FRAME: 0054

Assignment of Rights, Title and Interest in Invention
(Multiple inventors; single assignee)

Docket No.
Q135-US3

This is an Assignment of the following rights, title and interest: (check all that apply):

☒ *United States of America rights, title and interest in the invention*

☒ *Foreign rights, title and interest in the invention*

☐ *United States Patent Application Serial No.* _____

Date of Execution: _____

Date of Filing: _____

☐ *United States Provisional Patent Application Serial No.* _____

☐ *United States Patent No(s).* _____

☐ *International (PCT) Patent Application Serial No.* _____

☐ *Other (specify)* _____

Title of the Invention

NONAQUEOUS LIQUID ELECTROLYTE

Inventors (assignors)

<i>Name</i>	<i>Address</i>
Hisashi Tsukamoto	28420 N. Incline Lane, Santa Clarita, CA 91390

Assignee

<i>Name</i>	<i>Address</i>
Quallion LLC	12744 San Fernando Road Bldg. 3 Sylmar, CA 91342

Assignment of Rights, Title and Interest in Invention (Multiple inventors; single assignee)

Docket No.
Q135-US3

Whereas, we, the above-identified Inventors, have invented certain new and useful improvements in the Invention identified above and described in the above-identified patent application(s) and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign our above-identified rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer our above-identified rights, title and interest in said Invention, said application(s) as identified above, including any divisions, continuations, and continuations-in-part thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

And we hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

And we further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense.

Inventors' Signatures (if Notarization is desired, do not sign here and proceed to next page)

[illegible]

Assignment of Rights, Title and Interest in Invention (Multiple inventors; single assignee)

Docket No.
Q135-US3

Notarization

(Although notarization is not necessary, it will be considered prima facie evidence of execution pursuant to 35 U.S.C. 261.)

Executed this _____ day of _____, in the year _____ at _____

Lat

(Signature of Inventor)

State of

County of _____

*Before me personally appeared Hisashi Tsukamoto
who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to
execute the same this day of , in the year*

(Notary Public)

Executed this day of , in the year
at

Lat

(Signature of Inventor)

State of

County of _____

Before me personally appeared
who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to
execute the same this _____ *day of* _____ *, in the year* _____

(Notary Public)

Executed this day of , in the year
at

at

(Signature of Inventor)

State of

County of _____

Before me personally appeared
who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to
execute the same this *day of* *, in the year*

(Notary Public)

ASSIGNMENT

WHEREAS, The University of Chicago, (herein called the UNIVERSITY) has the right by election and did elect to acquire ownership rights under its Contract W-31-109-ENG-38 with the U.S. Government in an invention entitled SOLID POLYMER ELECTROLYTE AND METHOD OF PREPARATION described in an invention disclosure identified as ANL-IN-01-121 and in an invention entitled NON-AQUEOUS LIQUID ELECTROLYTE described in an invention disclosure identified as ANL-IN-02-001, and in an invention entitled POLYMER ELECTROLYTE FOR ELECTROCHEMICAL CELL described in an invention disclosure identified as ANL-IN-02-073, and in an invention entitled METHOD FOR FABRICATING COMPOSITE ELECTRODES described in an invention disclosure identified as ANL-IN-02-075, and in an invention entitled NONAQUEOUS LIQUID ELECTROLYTE described in an invention disclosure identified as ANL-IN-03-010 (herein the INVENTIONS), and

WHEREAS, by document attached hereto as Appendix A, and hereby incorporated by reference, inventors **Khalil Amine, Qingzheng Wang, Bookeun Oh, and Donald R. Vissers** have assigned and transferred exclusive right, title and interest in the INVENTIONS to the UNIVERSITY.

WHEREAS, the INVENTIONS are Subject Inventions under Work for Others Agreement No. 854K9 between the UNIVERSITY and Quallion LLC (herein called QUALLION), and QUALLION, pursuant to the terms of said Work for Others Agreement, has requested that the UNIVERSITY assign title to the INVENTIONS to QUALLION.

NOW THEREFORE, the UNIVERSITY hereby assigns and transfers to QUALLION, subject to the rights of the U.S. Government as set forth in Contract No. W-31-109-ENG-38, all right title and interest throughout the world in the INVENTIONS and to any and all Letters Patent where ever they may be granted thereon as well as reissues and extensions of said Letters Patent; the same to be held to the full end of the term or terms for which said Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would be held by the UNIVERSITY had this assignment not been made.

The UNIVERSITY agrees to make, execute, and deliver or have the inventor make, execute and deliver unto QUALLION any and all papers, documents, affidavits, renewals, divisions and reissue applications, statements and other instruments in such usual and other forms, terms, and contents as may be required or incident to the prosecution or conduct of any and all applications, before as well as after the issuance of any Letters Patent thereon, or in the adjustment or settlement of any interferences or other actions or proceedings that said application may encounter or in which they may become involved.

As consideration for the above assignment, QUALLION acknowledges and ratifies its agreement under the terms of said Work for Others Agreement to grant, and hereby grants to the UNIVERSITY a royalty-free, worldwide, right and license, with right to sublicense, in the INVENTIONS and to any and all Letters Patent where ever they may be granted thereon as well as reissues and extensions of said Letters Patent, to the full end of the term or terms of said Letters Patent. All license and sublicense rights granted hereby shall be restricted to the fields of use defined in Appendix B, Paragraph C of said Work for Others Agreement.

WITNESS:

Sandra A. Classen

THE UNIVERSITY OF CHICAGO

By Renee K. Carder

Renee K. Carder, Ph.D.

Title Assistant Vice President for Strategic
Research Activities, Office of the
Vice President for Research

Date December 16, 2003

WITNESS:

Dr. K. M.

QUALLION LLC

By [Signature]

Title CEO and CTO

Date 1/14/04

Acknowledged:

WITNESS:

Hannie Carbaugh

Khalil Amine

Khalil Amine

Date 12/16/03

Acknowledged:

WITNESS:

Hannie Carbaugh

Qingzheng Wang

[Signature] Qingzheng Wang

Date 12/16/03

Acknowledged:

WITNESS:

Liamie Carbaugh

Bookeun Oh

Bookeun Oh
Date 12/16/03

Acknowledged:

WITNESS:

Liamie Carbaugh

Donald R. Vissers

Donald R Vissers
Date 12-16-03

APPENDIX A

ASSIGNMENT

We, Khalil Amine of Downers Grove, Illinois, Qingzheng Wang of Glen Ellyn, Illinois, Bookeun Oh of Lisle, Illinois, and Donald R. Vissers of Naperville, Illinois, for good and valuable considerations to us in hand paid, the receipt and sufficiency whereof is hereby acknowledged, have sold, assigned, conveyed and set over, and do hereby sell, assign, convey and set over unto THE UNIVERSITY OF CHICAGO, an Illinois corporation, organized under the laws of the State of Illinois, having a place of business at 5801 South Ellis Avenue, Chicago, Illinois 60637, its successors and assigns, the entire right, title and interest in and to all subject matter invented or designed by us and disclosed in the patent application for the NONAQUEOUS LIQUID ELECTROLYTE, Attorney Docket No. Q135-US, executed by us on the date hereinafter set forth, claiming priority of PCT/US03/08740 filed on March 20, 2003, PCT/US03/02128 and PCT/US03/02127 filed on January 22, 2003, 60/443,892 filed on January 30, 2003, 60/446,848 filed on February 11, 2003, 60/451,065 filed on February 26, 2003, 10/104,352 filed on March 22, 2002, and 10/167,940 filed on June 12, 2002, and any divisions and continuations thereof and in and to all Letters Patent of the United States, including any reissues and extensions thereof that may be obtained therefor, and the right, where such right can be legally exercised, in its own name to apply for and obtain Letters Patent, Inventor's Certificates, Utility Models and Designs, in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention as fully and entirely as we could have done if the application had been in our names, and the entire interest in any Letters Patent, Inventor's Certificate, Utility Model or Design which may be granted on any such application in such foreign country; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue Letters Patent, Inventors Certificates, Utility Models or Designs, on applications as aforesaid, to issue any and all Letters Patent, Inventor's Certificates, Utility Models and Designs that may be granted for said invention to said UNIVERSITY OF CHICAGO, its successors and assigns.

And for the above-named considerations, we hereby agree that we will without additional compensation but without cost to ourselves, promptly communicate to said UNIVERSITY OF CHICAGO, its successors and assigns, any facts known to us respecting said invention whenever requested, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications for Letters Patent, Inventor's Certificates, Utility Models and Designs and assignments thereof, make all rightful oaths and generally do everything possible to aid said

APPENDIX A

ASSIGNMENT

assignee, its successors and assigns, as and when requested by them, in obtaining and enforcing proper Letters Patents, Inventor's Certificate, Utility Model and Design protection for said invention or inventions and improvements, in the United States and in all other countries.

Dated: 12/16/2003 Khalil Amine
Khalil Amine

Dated: 12/16/03 Qingzheng Wang
Qingzheng Wang

Dated: 12/16/03 Bookeun Oh
Bookeun Oh

Dated: 12/16/03 Donald R. Vissers
Donald R. Vissers

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss 339-06-5482



On this 16 day of December, 2003, before me a Notary Public in and for the County and State aforesaid, appeared the above named persons, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed same instrument as their free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the day and year last above given.

Faith E. Ruppert
Notary Public