

**ASSIGNMENT RECORDATION COVER SHEET  
-PATENTS ONLY-**

Commissioner of Patents:

Please record the attached document.

1. Name of conveying party:  
a) Jeffrey Phillips

2. Name and address of receiving party:  
a) Name: PowerGenix Systems, Inc.  
Address: 204 Lambert Street, Suite #204, Whitehorse, Yukon CANADA V1A 3T2

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  License Agreement

Execution Date: January 13, 2005

4. Application Number or Patent Number: 6,787,265

The title of the application is:

**POSITIVE AND NEGATIVE INTERACTIVE ELECTRODE FORMULATION FOR A ZINC-CONTAINING CELL HAVING AN ALKALINE ELECTROLYTE**

5. Please send all correspondence concerning this document to:


**Beyer Weaver & Thomas, LLP  
P.O. Box 70250  
Oakland, CA 94612-0250  
Customer Number: 022434**

6. Total number of applications and patents involved: 1

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

Charge to Deposit Account No. 500388 (Order No. PWRGP005)  
 Any additional fees are authorized to be charged to Deposit Account No. 500388 (Order No. PWRGP005)

Date: January 27, 2005

  
Jeffrey K. Weaver  
Registration No. 31,314

CH \$40.00 500388 6787265

**ASSIGNMENT OF ISSUED PATENT**

Whereas I an undersigned inventor have invented certain new and useful improvements as set forth in the invention entitled:

**POSITIVE AND NEGATIVE INTERACTIVE ELECTRODE FORMULATION FOR A ZINC-CONTAINING CELL HAVING AN ALKALINE ELECTROLYTE**

(Atty. Docket No. PWRGP005), which is found in United States Letter Patent No. 6,787,265, issued September 7, 2004, and any legal equivalent thereof in any foreign country, including the right to claim priority.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I an undersigned inventor hereby:

- 1) Sell, assign and transfer to PowerGenix Systems, Inc., a Canadian corporation having a place of business at 204 Lambert Street, Suite 204, Whitehorse, Yukon, Canada, V1A 3T2, ("ASSIGNEE"), the entire right, title and interest in any and all improvements and inventions disclosed in, applications based upon, and patents granted upon (including foreign patents and the right to claim priority), the above-referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said invention or any division(s), continuation(s), substitutes(s), re-examinations or reissue(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said invention, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representative, and shall be binding upon the inventor, as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date indicated beside my signature.

I. Inventor Signature: Jeffrey Phillips  
State of California

Date: 13 Jan 2005

County of San Diego } ss.

On this 13 day of January in the year 2005 before me, Susan Sommers, Notary Public, personally appeared Jeffrey Phillips, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
Notary Signature Susan Sommers



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# BEYER WEAVER & THOMAS, LLP

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INTELLECTUAL PROPERTY LAW  
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## FACSIMILE COVER SHEET

February 8, 2005

**Receiver:** Assignment Branch

**TEL #:** 703-308-9723

**FAX # :** 703-306-5995

**Sender:** Jeffrey K. Weaver  
**Our Ref. No.:** PWRGP005

**Re:** 6,787,265

**Pages Including Cover Sheet(s):** 03

**MESSAGE:**

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~~PATENT~~

**RECORDED: 02/08/2005**

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