

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Thomas J. Dougherty	04/13/2005
James S. Symanski	04/07/2005
Joerg A. Kuempers	04/07/2005
Uwe Koehler	04/07/2005
Ronald C. Miles	04/07/2005
Scott A. Hansen	04/11/2005
Nels R. Smith	04/11/2005
Majid Taghikhani	04/08/2005
Edward N. Mrotek	04/07/2005
Michael G. Andrew	04/07/2005

RECEIVING PARTY DATA

Name:	Johnson Controls Technology Company
Street Address:	650 Waverly
City:	Holland
State/Country:	MICHIGAN
Postal Code:	49423

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10976169

CORRESPONDENCE DATA

Fax Number: (414)297-4900

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (414) 271-2400

Email: PTOMailMilwaukee@foley.com

Correspondent Name: Marcus W. Sprow

Address Line 1: 777 East Wisconsin Avenue

PATENT

500027691

REEL: 015911 FRAME: 0257

CH \$40.00 10976169

Address Line 2:	Foley & Lardner LLP
Address Line 4:	Milwaukee, WISCONSIN 53202-5306

NAME OF SUBMITTER:	Marcus W. Sprow
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**Total Attachments: 13**

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**ASSIGNMENT - WORLDWIDE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Johnson Controls Technology Company  
650 Waverly  
Holland, Michigan 49423

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

**BATTERY SYSTEM**

as set forth in this United States Patent Application

check one    ☐ executed concurrently herewith,  
                  ☐ executed on \_\_\_\_\_,  
                  ☒ Serial No. 10/976,169    Filed 10/28/2004

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 13 day of April, 2005.

State of Wisconsin  
County of Milwaukee

Thomas J. Dougherty  
THOMAS J. DOUGHERTY

On this 13 day of April, 2005, before me, a notary public in and for said county, appeared THOMAS J. DOUGHERTY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Carol K. Biddle  
Notary Public

My Commission Expires: 3-16-08

(Seal)

Executed this 7 day of April, 2005

State of Wisconsin  
County of Milwaukee

James S. Symanski  
JAMES S. SYMANSKI

On this 7 day of April, 2005, before me, a notary public in and for said county, appeared JAMES S. SYMANSKI, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Carol L. Biddell  
Notary Public  
My Commission Expires: 3-16-08

(Seal)

Executed this 7 day of April, 2005.

State of Wisconsin  
County of Milwaukee

Ronald C. Miles  
RONALD C. MILES

On this 7 day of April, 2005, before me, a notary public in and for said county, appeared RONALD C. MILES, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Carol K. Biddle  
Notary Public  
My Commission Expires: 3-16-08

(Seal)

Executed this 11 day of April, 2005.

Scott A. Hansen  
SCOTT A. HANSEN

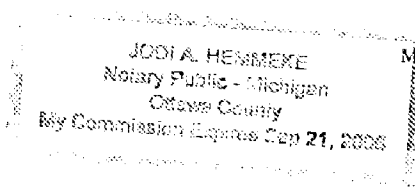
State of Michigan )  
County of Ottawa ) ss.

On this 11<sup>th</sup> day of April, 2005, before me, a notary public in and for said county, appeared SCOTT A. HANSEN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Joel A. Hennike  
Notary Public

My Commission Expires: 09/21/06

(Seal)





Executed this 11<sup>th</sup> day of APRIL, 2005

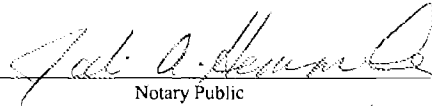
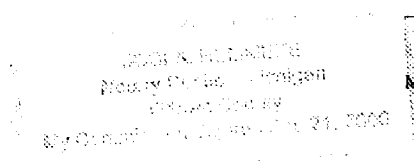


NELS R. SMITH

State of Michigan )  
County of Alcona ) ss.

On this 11<sup>th</sup> day of April, 2005, before me, a notary public in and for said county, appeared NELS R. SMITH, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)



Notary Public

My Commission Expires: 09-21/06

Executed this 8 day of April, 2005

State of Wisconsin

County of Milwaukee<sup>ss.</sup>

On this 8 day of April, 2005, before me, a notary public in and for said county, appeared MAJID TAGHIKHANI, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Majid Taghikhan  
MAJID TAGHIKHANI

Carol L. Biddle  
Notary Public  
My Commission Expires: 3-16-08

(Seal)

Executed this 7 day of April, 2005

State of

Wisconsin

County of

Milwaukee

On this 7 day of April, 2005, before me, a notary public in and for said county, appeared EDWARD N. MROTEK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Edward N. Mrotek  
EDWARD N. MROTEK

Carol L. Riddle  
Notary Public

My Commission Expires: 3-16-05

(Seal)

Executed this 7 day of April, 2005.

State of Wisconsin

County of Milwaukee

On this 7 day of April, 2005 before me, a notary public in and for said county, appeared MICHAEL G. ANDREW, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Michael G. Andrew  
MICHAEL G. ANDREW

Carol Z. Biddell  
Notary Public

My Commission Expires: 3-16-05

(Seal)

### ASSIGNMENT

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Johnson Controls Technology Company  
650 Waverly  
Holland, Michigan 49423

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions in and to this invention relating to

### BATTERY SYSTEM

as set forth in this United States Patent Application

Check  
one ☐ executed concurrently herewith  
☐ executed on \_\_\_\_\_  
☒ Serial No. 10/976,169 Filed 10/28/2004  
and

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

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applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

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**NAME AND SIGNATURE OF INVENTOR**

NAME: JOERG A. KUEMPERS      SIGNATURE:       DATE: 2005-04-07

**NAME AND SIGNATURE OF WITNESSES**

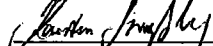
NAME: KARSTEN STRASSBURG      SIGNATURE:       DATE: 2005-04-07

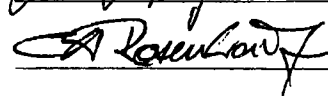
NAME: CHRISTIAN ROETHLIHARTZ      SIGNATURE:       DATE: 2005-04-07

**NAME AND SIGNATURE OF INVENTOR**

NAME: UWE KOEHLER SIGNATURE:  DATE: 2005-04-07

**NAME AND SIGNATURE OF WITNESSES**

NAME: HARSTEN STRASBURG SIGNATURE:  DATE: 2005-04-07

NAME: CHRISTIAN ROSENKRANZ SIGNATURE:  DATE: 2005-04-07

Note: *Prima facie* evidence of execution may optionally be obtained by execution before a U.S. Consul or before a local officer authorized to administer oaths whose authority is proved by a certificate from a U.S. Consul.