

01-19-2006



103160415

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

01-10-06

1. Name of conveying party(ies)
Joseph Mario Ambrosio
Konstantinos Sfakianos

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: ODYNE CORPORATION
Internal Address: _____
Street Address: 89 Cabot Court - Suite L
City: Hauppauge
State: New York
Country: U.S.A. Zip: 11788

Additional name(s) & address(es) attached? Yes No

113014 U.S. PTO
11/329018



011006

3. Nature of conveyance/Execution Date(s):
Execution Date(s) January 9, 2006

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
01/12/2006 NGUYEN 00000059 11329018
05 FC:802 40.00 DP

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Alfred M. Walker
Internal Address: _____
Street Address: 225 Old Country Road
City: Melville
State: New York Zip: 11747
Phone Number: 631/361-8737
Fax Number: 631/361-8792
Email Address: walkerip@optonline.net

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 815

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: _____ January 10, 2006
Signature Date

Alfred M. Walker
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

FOR VALUE RECEIVED, I, Joseph Mario Ambrosio 52 Roundabout Road, Smithtown, New York 11787 and I, Konstantinos Sfakianos, residing at 20-74 47th Street, Astoria, New York 11105 hereby sell, assign and transfer to Odyne Corporation, 89 Cabot Court, Suite L, Hauppauge, New York 11788, a corporation, as Assignee, and its successors, assigns and legal representatives, my entire right, title and interest, for all countries in and to a certain invention relating to entitled VEHICLE CHARGING, MONITORING AND CONTROL SYSTEMS FOR ELECTRIC AND HYBRID ELECTRIC VEHICLES, described in an application for Letters Patent of the United States, including Provisional Patent Application Serial Nos. 60/642,501 filed on January 10, 2005 and Serial No. 60/642,499 filed January 10, 2005 as described and/or claimed in any and all applications for Letters Patent based thereon, including any divisions, continuations, continuation-in-parts, reissues, re-examinations and extensions thereof, as well as all foreign counterparts thereof, together with all Letters Patent issuing on any of the aforesaid applications for Letters Patent, the same to be held and enjoyed by assignee, its successors, assigns or other legal representatives, to the full ends of the terms of all said Letters Patents therefor which may be granted. and all rights and privileges under any and all Letters Patent that may be granted therefore.

We hereby authorize Assignee to make applications for and to receive Letters Patent for said invention in any foreign countries in its own name or in my own name at its election.

We request that any and all patents for said invention be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said invention in any and

all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

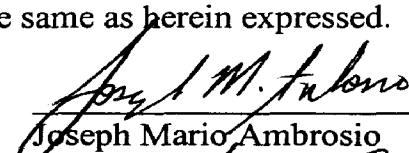
We authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any applications for patent or other form of protection for said invention filed by it or them, the benefit of the right of priority provided by the International Convention of the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written authorization from me.

We will, at any time, upon the request and at the expense of Assignee, execute any continuations, divisions, reissues, or any other additional applications for Letters Patent for said invention or any part or parts thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to Assignee, and will make all rightful oaths, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of Assignee, its successors, assigns or other legal representatives.

We hereby consent that copies of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like documents which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

We covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

Dated: January 9, 2006



Joseph Mario Ambrosio

Dated: January 9, 2006



Konstantinos Sfakianos