

RECORDATION FORM COVER SHEET PATENTS ONLY

Docket No.: 3853.1001-007

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

1. Name of conveying party(ies)/Execution Date(s):
 CHRISTINA M. LAMPE-ONNERUD /09-22-2006
 PER ONNERUD /09-22-2006
 YANNING SONG /09-20-2006
 RICHARD V. CHAMBERLAIN, II /09-15-2006
 /

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)
 Name: BOSTON-POWER, INC.
 Internal Address: _____

Street Address: 2200 WEST PARK DRIVE, SUITE 320

City: WESTBOROUGH

State: MASSACHUSETTS

Country: USA Zip: 01581

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

4. Application number(s) or patent number(s):
 A. Patent Application No (s)
11/485,068

This document is being filed together with a new application
 B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: N. SCOTT PIERCE
 Internal Address: _____
HAMILTON, BROOK, SMITH & REYNOLDS, P.C.
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 City: CONCORD State: MA ZIP: 01742-9133
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6. Total number of applications and patents involved: [1]

7 Total Fee (37 CFR 1.21(h) & 3.41) \$ 40.00

Enclosed

Authorization to charge deposit account number 08-0380

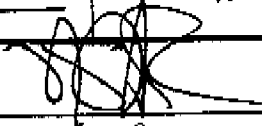
Previously submitted - Doc ID No.

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8. N. SCOTT PIERCE
 Name of Person Signing


 Signature

10/3/06
 Date

Total number of pages including cover sheet, attachments, and documents: [5]

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JointASSIGNMENT

WHEREAS, we, **Christina M. Lampe-Onnerud, Per Onnerud, Yanning Song and Richard V. Chamberlain, II**, have invented a certain improvement in **LITHIUM-ION SECONDARY BATTERY** described in an application for Patent,

- the specification of which is about to be filed in the United States Patent Office (*use for utility (37 CFR § 1.53(b)) and design filings only*);
- is about to be filed in the United States Patent Office as a Provisional Application;
- the specification of which is United States Application No. **11/485,068**, filed **July 12, 2006**;
- the specification of which is a Patent Cooperation Treaty Application, International Application No. [], filed [], which designates the United States of America [and assigned United States Application No. []];
- which was patented under United States Patent No. [].

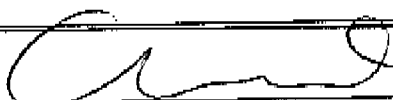
WHEREAS, **Boston-Power, Inc.** (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the **State of Delaware**, and having a usual place of business at **2200 West Park Drive, Suite 320, Westborough, Massachusetts 01581** desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue on said invention; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein; I hereby expressly authorize the filing of an International Patent Application under the Patent Cooperation Treaty which corresponds to and claims the priority of the above-identified application.

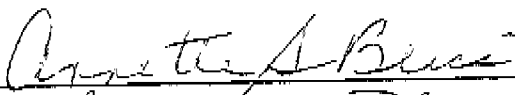
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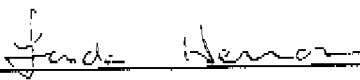
AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of any future applications including substitution, reissue, divisional or continuation applications, and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request each Patent Office and the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said invention to said ASSIGNEE, its successors, assigns, and legal representatives.

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