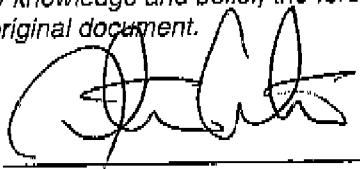


Substitute Form PTO-1595  
Attorney Docket No.: 20886-004001

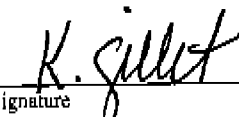
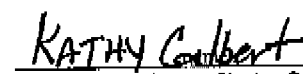
## RECORDATION FORM COVER SHEET PATENTS ONLY

Commissioner for Patents: Please record the attached original document(s) or copy(ies).			
<b>1. Name of conveying party(ies):</b> <p style="text-align: center;">Aeron Hurst, Carlos Coe, Mark Hood and</p> <p style="text-align: center;">Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<b>2. Name and address of receiving party(ies):</b> <p style="text-align: center;">X Power Solutions LLC (doing business as Xtreme Power Solutions) 1120 Goforth Road Kyle, Texas 78640</p> <p style="text-align: right;">Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:  <b>Execution Date:</b> 10/12/2006			
<b>4. Application number(s) or patent number(s):</b> <p>If this document is being filed with a new application, the execution date of the application is:</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">A. Patent Application No(s): 11/549,013</td> <td style="width: 50%;">B. Patent No(s):</td> </tr> </table> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		A. Patent Application No(s): 11/549,013	B. Patent No(s):
A. Patent Application No(s): 11/549,013	B. Patent No(s):		
<b>5. Name/address of party to whom correspondence concerning document should be mailed:</b> <p style="text-align: center;">NATHAN H. CALVERT Fish &amp; Richardson P.C. One Congress Plaza Suite 810 111 Congress Avenue Austin, TX 78701</p>	<b>6. Total number of applications/patents involved:</b> 1  <b>7. Total fee (37 CFR §3.41):</b> \$40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account.  <b>8. Deposit Account No.:</b> 06-1050 <p style="text-align: center;">Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.</p>		
DO NOT USE THIS SPACE			
<b>9. Statement and Signature:</b> <i>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.</i>			
Nathan H. Calvert Reg. No. 48,990 Name of Person Signing	<div style="text-align: center;">           Signature       </div> <div style="text-align: right; margin-top: 20px;">         11/22/06          Date       </div>		
Total number of pages including coversheet, attachments and document: 7			

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### CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

November 22, 2006 Date of Transmission	 Signature	 Typed Name of Person Signing Certificate <b>PATENT</b>
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CH \$40.00 061050 11549013

**Attorney's Docket No.: 20886-004001****ASSIGNMENT**

WHEREAS, Aeron Hurst, a citizen of the United States and a resident of San Marcos, Texas; Carlos Coe, a resident of San Marcos, Texas and Mark Hood, a resident of New Braunfels, Texas, (hereinafter called the "Assignors"), have invented a certain new and useful invention entitled **"Precision Battery Pack Circuits"** (the "Invention") for which an application for a United States Patent was filed on October 11, 2006 (the "Application") and;

WHEREAS, **X Power Solutions, LLC**, a Texas Limited Liability Company, (doing business as **Xtreme Power Solutions**), having its principal place of business at **1120 Goforth Road, Kyle, Texas 78640** (hereinafter called the "Assignee"), is desirous of acquiring and Assignors are desirous of assigning to X Power Solutions, LLC, doing business as Xtreme Power Solutions, all right, title and interest in and to said Invention, said Application, and any other patent applications and patents directed to said Invention;

NOW, THEREFORE, Assignors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby SELL, ASSIGN and CONVEY unto Assignee all right, title and interest throughout the world in and to said Invention, this assignment including, but not being limited to:

1. Said Invention, said Application, and any other patent applications, patents, or like grants or protection on said Invention made by Assignors or their legal representatives, whether in the United States of America or any other country or place anywhere in the world;
2. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extension, and the like of said Application, and of any other patent applications, patents, or like grants or protection on said Invention, including without limitation, those obtained or permissible under past, present and future laws or statutes;

3. All rights of action on account of past, present and future misappropriation or unauthorized use of said Invention in any form, including but not limited to any infringement of any patent that may issue from the Application or from any other patent applications directed to said invention, any other patents or like grants or protection on said Invention, and any trade secret misappropriation of said Invention;

4. The right to Assignee to file in its name applications for patents and like grants or protection for said Invention in any country or countries foreign to the United States; and

5. All international rights or priority associated with said Invention, said Application, and any other applications for patents, patents and like grants or protection on said Invention.

Assignors covenant that Assignors, their heirs, legal representatives, assigns, administrators, and executors will execute all papers and perform such other acts, with expenses if any to be paid by Assignee, as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

EXECUTED on the date indicated below.

Assignor:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Aeron Hurst

THE STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged by \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_, 2006.

(Seal)

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

Assignor:

Date: 10/12/06

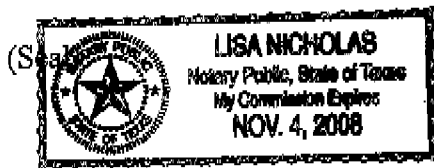
By: *Carlos Coe*  
Carlos Coe

THE STATE OF TEXAS

COUNTY OF TRAVIS

§  
§  
§

This instrument was acknowledged by *Carlos Coe* on this the 12<sup>th</sup> day of October, 2006.



*Lisa Nicholas*  
Notary Public in and for the State of Texas

My commission expires: November 4, 2008

Assignor:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark Hood

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

§  
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§

This instrument was acknowledged by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

(Seal)

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

Attorney's Docket No.: 20886-004001

ASSIGNMENT

WHEREAS, Aeron Hurst, a citizen of the United States and a resident of San Marcos, Texas; Carlos Coe, a resident of San Marcos, Texas and Mark Hood, a resident of New Braunfels, Texas, (hereinafter called the "Assignors"), have invented a certain new and useful invention entitled "**Precision Battery Pack Circuits**" (the "Invention") for which an application for a United States Patent was filed on October 11, 2006 (the "Application") and;

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NOW, THEREFORE, Assignors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby **SELL, ASSIGN and CONVEY** unto Assignee all right, title and interest throughout the world in and to said Invention, this assignment including, but not being limited to:

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2. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extension, and the like of said Application, and of any other patent applications, patents, or like grants or protection on said Invention, including without limitation, those obtained or permissible under past, present and future laws or statutes;

3. All rights of action on account of past, present and future misappropriation or unauthorized use of said Invention in any form, including but not limited to any infringement of any patent that may issue from the Application or from any other patent applications directed to said invention, any other patents or like grants or protection on said Invention, and any trade secret misappropriation of said Invention;

4. The right to Assignee to file in its name applications for patents and like grants or protection for said Invention in any country or countries foreign to the United States; and

5. All international rights or priority associated with said Invention, said Application, and any other applications for patents, patents and like grants or protection on said Invention.

Assignors covenant that Assignors, their heirs, legal representatives, assigns, administrators, and executors will execute all papers and perform such other acts, with expenses if any to be paid by Assignee, as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

EXECUTED on the date indicated below.

Date: 10-12-2006

Assignor:

By: [Signature]  
Aeron Hurst

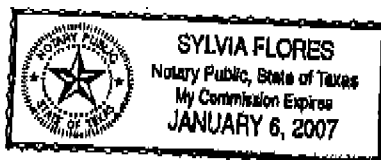
THE STATE OF TEXAS

COUNTY OF Harris

§  
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§

This instrument was acknowledged by Aeron Hurst on this the 12th day of October, 2006.

(Seal)



[Signature]  
Notary Public in and for the State of Texas

My commission expires: 1-6-07

Assignor:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Carlos Coe

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

§  
§  
§

This instrument was acknowledged by \_\_\_\_\_ on this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2006.

(Seal)

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

Assignor:

Date: October 12, 2006

By: Mark Hood  
Mark Hood

THE STATE OF TEXAS

COUNTY OF Bexar

§  
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§

This instrument was acknowledged by Mark Hood on this the 12<sup>th</sup> day of  
October, 2006.

(Seal)



Lynn P. Whitehead  
Notary Public in and for the State of Texas

My commission expires: Feb. 26, 2008