

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ELECTRO CHEMICAL HOLDINGS SA	03/12/1999
RECEIVING PARTY DATA	
Name:	AABH PATENT HOLDINGS SA
Street Address:	Lysroyale, Rue Tony Neuman 2
City:	Luxembourg
State/Country:	LUXEMBOURG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5763117
CORRESPONDENCE DATA	
Fax Number:	(512)536-4598
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	512-536-3035
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Correspondent Name:	Mark B. Wilson
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Address Line 2:	Suite 2400
Address Line 4:	Austin, TEXAS 78701
ATTORNEY DOCKET NUMBER:	10002175/ADAA:127
NAME OF SUBMITTER:	Mark B. Wilson
Total Attachments: 5 source=20070321141320#page1.tif source=20070321141320#page2.tif source=20070321141320#page3.tif source=20070321141320#page4.tif source=20070321141320#page5.tif	

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PATENT

500243962

REEL: 019047 FRAME: 0012

DATED

*March 12<sup>th</sup>*

1999

ELECTRO CHEMICAL HOLDINGS SA

-and-

AABH PATENT HOLDING SA

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DEED OF ASSIGNMENT

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Herbert Smith  
Exchange House  
Primrose Street  
London EC2A 2HS  
Tel: 0171-374 8000  
Fax: 0171-374 0888  
Ref: 2045/2219

THIS DEED OF ASSIGNMENT is made on

Norden 12<sup>th</sup>

1999

**BETWEEN:**

- (1) **ELECTRO CHEMICAL HOLDINGS SA** a company incorporated in Luxembourg with registered number 08761/240703 <sup>50524</sup> whose registered office is at L-1020 Luxembourg, 2 Rue Albert, Börschette (the "Assignor"); and
- (2) **AABH PATENT HOLDINGS SA** a company incorporated in Luxembourg with registered number 32483 whose registered office is at Lysroyale, Rue Tony Neuman 2, Luxembourg (the "Assignee").

**WHEREAS:**

- (A) Pursuant to an agreement dated 3rd March 1999 between the Assignor, the Assignee and Daimler Chrysler Aktiengesellschaft the Assignor has agreed to assign to the Assignee the patents short particulars of which are set out in Schedule 1 Part 1 (the "Patents") and the patent applications short particulars of which are set out in Schedule 1 Part 2 (the "Applications") upon the terms set out in this Agreement.

**NOW THIS DEED WITNESSETH** as follows:

**1. THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE:**

- 1.1 all its rights, title and interest in the Patents; and
- 1.2 the benefit of any Applications, to the intent that the grant of letters patent granted pursuant to each of the Applications shall be in the name of and vest in the Assignee,

**TOGETHER WITH** the right to sue for damages and other remedies in respect of any infringement of any of the Patents prior to the date hereof and the right to apply for, prosecute and obtain patent protection throughout the world in respect of the inventions claimed in the Patents including the right to claim priority therefrom to the intent that the grant of letters patent or similar protection shall be in the name of and vest in the Assignee.

2. At the request and cost of the Assignee the Assignor covenants with the Assignee to do promptly all such acts and execute all such documents as may reasonably be necessary to perfect the Assignee's title to any and all of the rights hereby assigned.
3. This Deed may be executed in any number of counterparts and by the parties on separate counterparts, each of which when so executed and delivered shall be a original, but all the counterparts shall together constitute one and the same instrument.
4. Each of the provisions of this deed shall be construed as separate and severable and in the event of any such provision being determined as being unenforceable in whole or part (for any reason whatsoever), provided always that the remaining provisions of this deed shall substantially reflect the commercial basis on which this deed has been entered into, such unenforceability of the other provisions of this deed or, in the case

of any provision which is unenforceable only in part shall not affect or impair the enforceability of the remainder of that provision, and such provisions or parts thereof (as appropriate) shall continue to bind the parties.

8. This assignment is a deed and is executed as a deed.

IN WITNESS WHEREOF the parties have executed this deed of assignment the day and year first above written.

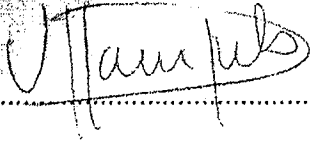
**SCHEDULE 1 PART 1 - PATENTS**

COUNTRY	PATENT NUMBER
US	5817434
US	5716731
US	5763117
US	5604053

**SCHEDULE 1 PART 2 - PATENT APPLICATIONS**

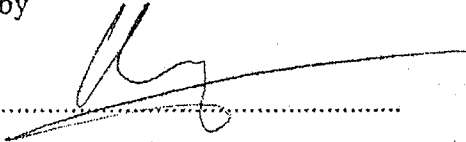
COUNTRY	APPLICATION NUMBER
US	08/807450
US	08/889222

SIGNED AS A DEED  
by ELECTRO CHEMICAL HOLDINGS SA  
acting by



VALERIA GARGIULO

SIGNED AS A DEED  
by AABH PATENT HOLDINGS SA  
acting by



RENE ELVINCA