

RECORDATION FORM COVER SHEET PATENTS ONLY

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1. Name of conveying party(ies)	Execution Date(s)
Name: <u>Irina Chepurmay</u>	05/31/2007
Name: <u>Sergey Logvinov</u>	05/31/2007
Name: <u>Alexander Timonov</u>	05/31/2007
Name: <u>Sam Kogan</u>	06/18/2007

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

2. Name and address of receiving party(ies)

Name (In1): Gen 3 Partners, Inc.
 Name (In2): _____
 Address: Ten Post Office Square
 Address: _____
 City: Boston
 State: MA Zip: 02109
 Country: US

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

3. Submission Type

- New
 Resubmission (Non-Recordation) Document ID#
 Correction of PTO Error
 Reel # Frame #
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4. Nature of conveyance

- Assignment Merger
 Security Agreement Change of Name
 Other _____

5. Application or patent number(s):

A. Patent Application No(s).

11/726,985

This document is being filed together with a new application.

B. Patent No(s).

Additional numbers attached? Yes No

6. Name and address to whom correspondence concerning document should be mailed:

Name: Patent Administrator
 Address: Kirkpatrick & Lockhart Preston Gates Ellis LLP
 State Street Financial Center
 Address: One Lincoln Street
 City, State: Boston, MA
 Zip: 02111-2950
 Phone No.: 617-261-3100
 Fax No.: 617-261-3175

7. Total number of applications and patents involved: 1

8. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- Check enclosed
 Authorized to be charged to Deposit Account No. 50-1721

Authorized to charge required additional fees to Deposit Account:
 Yes No

Charges to deposit account are authorized as indicated herein.

9. Signature Larissa S. Bifano
 Signature

7/20/07
 Date

Larissa S. Bifano 59.051
 Name of Person Signing Registration No.

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

4

1030197-1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

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BOS-1104967 v1 0518965-0103

PATENT

700334568

REEL: 019590 FRAME: 0609

CH \$40.00 501721 11726985

Attorney Docket No. GEP-045

ASSIGNMENT

WHEREAS, We, Irina Chepurnaya, Alexander Timonov, Sergey Logvinov and Sam Kogan have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

METHOD FOR MANUFACTURING AN ENERGY STORAGE DEVICE

and identified by

Attorney Docket No. GEP-045, and/or executed by us on even date herewith and about to be filed in the United States Patent Office; and

Serial No. 11/726,985 filed in the United States Patent Office on March 23, 2007; and

WHEREAS, Gen 3 Partners, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at Ten Post Office Square, 9th Floor, Boston, MA 02109, 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, at least as early as the filing date of said application, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said invention(s), applications 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 of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), 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 Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

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(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

Joint Assignment
U.S. Serial No. 11/726,985
Page 2

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

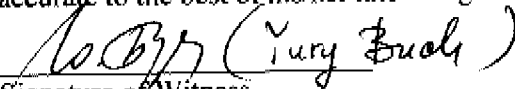
AND, we hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals on the date(s) set forth below.

Inventor:


IRINA CHEPURNAYA

On this 31 day of May, 2007, before me, personally appeared IRINA CHEPURNAYA, proved to me through satisfactory evidence of identification, which was/were Passport 4004900698, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

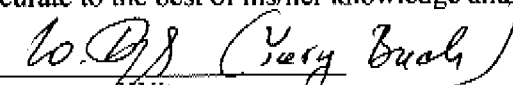

Signature of Witness

May 31, 2007
Date

Inventor:


SERGEY LOGVINOV

On this 31 day of May, 2007, before me, personally appeared SERGEY LOGVINOV, proved to me through satisfactory evidence of identification, which was/were Passport 4002268744, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.


Signature of Witness

May 31, 2007

Joint Assignment
U.S. Serial No. 11/726,985
Page 3

Inventor: 
ALEXANDER TIMONOV

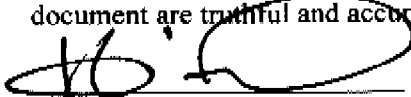
On this 31 day of May, 2007, before me, personally appeared ALEXANDER TIMONOV, proved to me through satisfactory evidence of identification, which was/were Passport 409940482, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Lois G. (Mary Buck)
Signature of Witness
May 31, 2007

Inventor: 
SAM KOGAN

Commonwealth of Massachusetts)
County of Suffolk) ss

On this 15th day of June, 2007, before me, the undersigned Notary Public, personally appeared Sam Kogan, proved to me through satisfactory evidence of identification, which was/were Massachusetts Drivers Lic to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.


Signature of Notary

My Commission Expires: _____



BOS-1078889 v1



K&L | GATES

Kirkpatrick & Lockhart Preston Gates Ellis LLP
State Street Financial Center
One Lincoln Street
Boston, MA 02111-2950
T 617.261.3100
F 617.261.3175

FAX

Date • July 20, 2007

Pages • 4 (not including fax cover sheet)

Transmit To • Mail Stop Assignment Recordation Services

Company/Firm • Director of the USPTO

Fax No. • 571-273-0140

From • Larissa S. Bifano

Phone • 617.951.9139

Secretary • Sheila Sweeney

Phone • 617-951-9117

Lawyer ID • 5209

Client/Matter Name • GEP-045

Client ID/Matter No. • 0516045.0146

COMMENTS:

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PATENT

RECORDED: 07/20/2007

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