

04-01-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103554754

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)

Duncan CULVER
Christopher K. DYER
Michael L. EPSTEIN

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 03/23/09, 03/23/09, 03/23/09, respective

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

2. Name and address of receiving party(ies)

Name: Lightning Energy

Internal Address:

Street Address: Picatinny Technology Innovation Center

3159 Schrader Road

City: Dover

State: NJ

Country: U.S.A. Zip: 07801

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

4. Application or patent number(s):

☒ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

Name: Davidson, Davidson & Kappel, LLC

Internal Address: William C. Gehris

Street Address: 485 Seventh Avenue

City: New York

State: NY Zip: 10018

Phone Number: 212-736-1940

Fax Number: 212-736-2427

Email Address: ddk@ddkpatent.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40

- ☒ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-0552

Authorized User Name William Gehris No. 38,156

04/01/2009 DBYRNE 00000010 12383334

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March 23, 2009

48.00

9. Signature:

Signature

William C. Gehris, Reg. No. 38,156

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

Docket No.: 617.1001**ASSIGNMENT**

WHEREAS, I (We), Duncan CULVER, residing at 39 Forrest Hill Drive, Howell, New Jersey 07731, Christopher K. DYER, 16 Seven Oaks Circle, Madison, New Jersey 07940 and Michael L. EPSTEIN, 1250 River Road East, Bedminster, New Jersey 07921, ASSIGNOR(S), have invented certain new and useful improvements in A MODULAR BATTERY, AND INTERCONNECTOR FOR SUCH BATTERIES AND METHODS RELATED TO MODULAR BATTERIES, an application for a Patent of the United States for which:

___ I (we) am (are) about to execute;
___ was executed on _____ (date(s));
X is identified by Davidson, Davidson & Kappel, LLC, Docket No. 617.1001;
___ was filed on ___ as International Appl. Serial No. _____
X I (we) hereby authorize and request our attorney, Davidson, Davidson & Kappel, LLC of 485 Seventh Avenue, 14th Floor, New York, New York 10018 to insert here in parentheses (Application number _____, filed _____) the filing date and application number of said application when known; and

WHEREAS, Lightening Energy, Picatinny Technology Innovation Center, 3159 Schrader Road, Dover, New Jersey 07801, ASSIGNEE(S), are desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me (us) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I (we), the said ASSIGNOR(S), have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE(S), its (their) successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, and

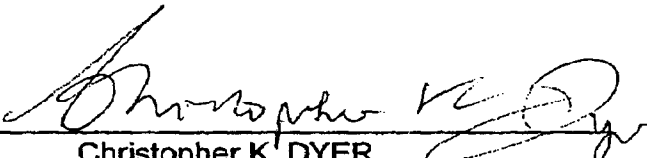
I (WE) HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE(S), its (their) successors, legal representatives and assigns, in accordance with the terms of this instrument; and

I (WE) HEREBY covenant and agree that I (we) have full right to convey the entire interest herein assigned, and that I (we) have not executed, and will not execute, any agreement in conflict herewith; and

Docket No.: 617.1001

I (WE) HEREBY further covenant and agree that I (we) will communicate to the said ASSIGNEE(S), its (their) successors, legal representatives and assigns, any facts known to me (us) respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE(S), its (their) successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I (we) hereunto set my (our) hand(s) and seal(s) the day and year set opposite my (our) signature(s).

Dated: 3/23/09
Duncan CULVERDated: 3/23/09
CKD
Christopher K. DYERDated: 3/23/09
Michael L. EPSTEIN

2 of 2