

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Richard M. Tyler</td> <td>05/05/2009</td> </tr> <tr> <td>Daniel B. McKenna</td> <td>05/05/2009</td> </tr> <tr> <td>James M. Graziano</td> <td>05/05/2009</td> </tr> </tbody> </table>		Name	Execution Date	Richard M. Tyler	05/05/2009	Daniel B. McKenna	05/05/2009	James M. Graziano	05/05/2009		
Name	Execution Date										
Richard M. Tyler	05/05/2009										
Daniel B. McKenna	05/05/2009										
James M. Graziano	05/05/2009										
<b>RECEIVING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Lava Four, LLC</td> </tr> <tr> <td>Street Address:</td> <td>2116 Vermont Road</td> </tr> <tr> <td>City:</td> <td>Vail</td> </tr> <tr> <td>State/Country:</td> <td>COLORADO</td> </tr> <tr> <td>Postal Code:</td> <td>81657</td> </tr> </table>		Name:	Lava Four, LLC	Street Address:	2116 Vermont Road	City:	Vail	State/Country:	COLORADO	Postal Code:	81657
Name:	Lava Four, LLC										
Street Address:	2116 Vermont Road										
City:	Vail										
State/Country:	COLORADO										
Postal Code:	81657										
<b>PROPERTY NUMBERS Total: 1</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12436523</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12436523						
Property Type	Number										
Application Number:	12436523										
<b>CORRESPONDENCE DATA</b>											
<p>Fax Number: (214)758-1550</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 214-758-1500</p> <p>Email: cbelair@pattonboggs.com</p> <p>Correspondent Name: PATTON BOGGS, LLP</p> <p>Address Line 1: 2001 ROSS AVENUE, SUITE 3000</p> <p>Address Line 4: DALLAS, TEXAS 75201</p>											
ATTORNEY DOCKET NUMBER:	027198.0108PTUS										
NAME OF SUBMITTER:	Craig V. Belair										
<p>Total Attachments: 5</p> <p>source=0271980108PTUSassignment#page1.tif</p> <p>source=0271980108PTUSassignment#page2.tif</p>											

OP \$40.00 12436523

**500853488**

**PATENT**  
**REEL: 022647 FRAME: 0954**

source=0271980108PTUSassignment#page3.tif  
source=0271980108PTUSassignment#page4.tif  
source=0271980108PTUSassignment#page5.tif

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made this 5<sup>th</sup> day of MAY, 2009, by Richard M. Tyler; Daniel B. McKenna; and James M. Graziano (hereinafter referred to as Assignors), residing at 28551 Hidden Village Drive, Evergreen, Colorado 80439; 2116 Vermont Road, Vail, Colorado 81657; and 31738 Highway 92, P.O. Box 8, Hotchkiss, Colorado 81419, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in DYNAMIC LOAD MANAGEMENT FOR USE IN RECHARGING VEHICLES EQUIPPED WITH ELECTRICALLY POWERED PROPULSION SYSTEMS, set forth in a Patent application for Letters Patent of the United States, already filed on \_\_\_\_\_ as U.S. Application No. \_\_\_\_\_; and

**WHEREAS**, Lava Four, LLC, a Limited Liability Company organized under and pursuant to the laws of Colorado having its principal place of business at 2116 Vermont Road, Vail, Colorado 81657 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all related United States provisional applications, any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

PATTON BOGGS LLP

All practitioners at Customer Number 24283

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 5/5/09

Signature:   
Richard M. Tyler

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

Signature: \_\_\_\_\_  
Daniel B. McKenna

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

Signature: \_\_\_\_\_  
James M. Graziano

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

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

Signature: \_\_\_\_\_  
Richard M. Tyler

Date: May 5, 2009

Signature:   
Daniel B. McKenna

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

Signature: \_\_\_\_\_  
James M. Graziano

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

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

Signature: \_\_\_\_\_  
Richard M. Tyler

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

Signature: \_\_\_\_\_  
Daniel B. McKenna

Date: 5 MAY 2009

Signature: James M. Graziano  
James M. Graziano