

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Limtech Carbonate, Inc.	09/16/2009
RECEIVING PARTY DATA	
Name:	SM Lithium Equipment, LLC
Street Address:	6920 Koll Center Parkway
Internal Address:	Suite 213
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94566
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6048507
Application Number:	09524506
Application Number:	09837090
CORRESPONDENCE DATA	
Fax Number:	(713)437-5306
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-223-2300
Email:	docketing@bglp.com
Correspondent Name:	Bracewell & Giuliani LLP
Address Line 1:	P. O. Box 61389
Address Line 4:	Houston, TEXAS 77208-1389
ATTORNEY DOCKET NUMBER:	076165.000001
NAME OF SUBMITTER:	Michael R. Samardzija
Total Attachments: 6	

OP \$120.00 6048507

**500981721**

**PATENT**  
**REEL: 023330 FRAME: 0640**

source=1062009Assignment of Patents#page1.tif  
source=1062009Assignment of Patents#page2.tif  
source=1062009Assignment of Patents#page3.tif  
source=1062009Assignment of Patents#page4.tif  
source=1062009Assignment of Patents#page5.tif  
source=1062009Assignment of Patents#page6.tif

ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment"), dated as of September 16, 2009, is made by and among Limtech Carbonate, Inc., a \_\_\_\_\_ corporation ("Assignor"), and SM Lithium Equipment, LLC, a limited liability company, ("Assignee").

WITNESSETH:

WHEREAS, the Assignor has agreed to transfer to the Assignee all of the Assignor's right, title and interest in and to the patents and patent applications Assignee owns including those listed in Attachment A;

WHEREAS, the Assignor and Assignee have entered into that certain Sales Agreement by which Assignee is acquiring all of Assignor's equipment, intellectual property, and other assets.

NOW, THEREFORE, for good and valuable consideration, including the purchase price Assignee has given to Assignor, the adequacy, legal sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of and from encumbrances, all right, title and interest, together with all rights of priority, in and to the patents owned by Assignor, including those listed on Attachment A hereto and the patent(s) that may issue from such patents, and including the subject matter of all claims that may be obtained therefrom, and any foreign counterparts or equivalents thereto, existing now or in the future, and any and all divisionals, continuations (in whole or in part), reissues, renewals and extensions of any of the foregoing, any substitutions therefore and any patents that may issue from the foregoing, the same to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors or assigns, to the end of the term or terms for which said patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made. Said Assignment includes, without limitation, all income, royalties, damages or payments due or payable after the date of this Assignment related to any of the foregoing and all claims for damages by reason of past, present or future infringement or other unauthorized use of the foregoing, with the right to sue for and collect the same.

2. The Assignor hereby authorizes and requests the Commissioner of Patents at the United States Patent and Trademark Office, and any similar foreign patent authorities, to record this Assignment so as to reflect Assignee's ownership of the Patents.

3. The Assignor hereby covenants and agrees that the Assignor will, at any time, upon request, execute and deliver any and all papers and take any and all other reasonable actions that may be necessary or desirable to implement or perfect this Assignment, without further compensation but at the expense of the Assignee, its successors or assigns with respect to Assignor's reasonable out-of-pocket costs.

4. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective successors and assigns of the Assignor and Assignee. No provision of this Assignment is intended to benefit, nor shall any such provision be enforceable by, any person or entity other than the Assignor and the Assignee and their respective successors and assigns.

5. This Assignment constitutes the entire agreement between the Parties with respect to the subject matter of this Assignment and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Assignment.


*[Remainder of Page Intentionally Left Blank; Signature Page to Follow]*



IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first above written.

**ASSIGNOR:**

**Limtech Carbonate Inc,**

  
By: Raymond Chabot, in its capacity as trustee  
in bankruptcy

Name: Jocelyn Renaud

Title: Trustee

**ASSIGNEE:**

**SM LITHIUM EQUIPMENT, LLC**

By: 

Name: Luka Erceg

Title: *Managing Director*

*(Signature page to assignment of patents)*

**ATTACHMENT A**  
**ISSUED PATENTS AND PENDING PATENT APPLICATIONS**

HOUSTON\2317049.1

**PATENT**  
**REEL: 023330 FRAME: 0646**

Country	Patent Appl. No.	Patent No.	Title	Filing Date	Issue Date	Status
USA	60/069,165		METHOD FOR PRODUCING LITHIUM CARBONATE	9/12/1997		Provisional
USA	09/143,330	6,048,507	PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE	8/28/1998	11/4/2000	
USA	09/524,506		PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE	3/13/2000		Abandoned
USA	09/837,090		PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE	4/17/2001		Abandoned
PCT	PCT/CA98/01132		PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE	7/12/1998		Abandoned
Japan	2000-524228	JP 2001/525313 (T)	PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE	12/20/2002		Abandoned
New Zealand	NZ19980504956	NZ 504,596 (A)	PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE	7/12/1998	3/31/2003	Abandoned
Australia	15527-99	747,295	PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE	7/12/1998	8/29/2002	Abandoned
Canada		2,313,524	PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE	7/12/1998	11/11/2003	
Europe	98 959 684.6	EP 1,037,854 B1	PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE	7/12/1998	4/27/2005	
Argentina	P98 01 06192		METODO PARA PURIFICAR CARBONATO DE LITIO	7/12/1998		Abandoned
Chile	2938-98		UN METODO PARA PRODUCIR CARBONATO DE LITIO	9/12/1997		Abandoned
Bolivia	SP 158/1998		UN METODO PARA PRODUCIR CARBONATO DE LITIO	9/12/1997		Abandoned
Austria	E294139 PCT/CA98/01132		PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE			Abandoned
Belgium	1037854 PCT/CA98/01132		PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE			Abandoned
France	1037854 PCT/CA98/01132		PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE			Abandoned
Germany	69829994.9 PCT/CA98/01132		PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE			Abandoned
Ireland	1037854 PCT/CA98/01132		PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE			Abandoned
Luxembourg	1037854 PCT/CA98/01132		PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE			Abandoned
Switzerland	1037854 PCT/CA98/01132		PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE			Abandoned
United Kingdom	1037854 PCT/CA98/01132		PROCESS FOR THE PURIFICATION OF LITHIUM CARBONATE			Abandoned

PATENT

RECORDED: 10/06/2009

REEL: 023330 FRAME: 0647