

**PATENT ASSIGNMENT**

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Boris J. Tsenter	10/20/2009
John E. James	10/20/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GEM Power, LLC
<b>Street Address:</b>	10444 Corporate Drive
<b>Internal Address:</b>	Suite G
<b>City:</b>	Redlands
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92374
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12581773
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ATTORNEY DOCKET NUMBER:	GEMPP003
NAME OF SUBMITTER:	Joe A. Brock
Total Attachments: 1 source=GEMPP003_Assignment#page1.tif	

OP \$40.00 12581773

**ASSIGNMENT OF PATENT APPLICATION**  
(Not Accompanying Application)

Whereas we the undersigned inventors have invented certain new and useful improvements as set forth in the patent application entitled:

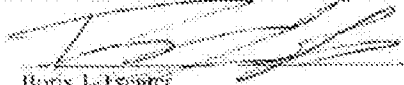
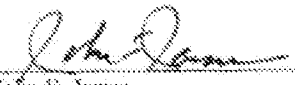
**STATE OF CHARGE RECOGNITION OF SECONDARY BATTERIES**

for which I/we have executed an application for a United States Letters Patent which was filed in the U.S. Patent and Trademark Office on October 19, 2009, and which bears the Application No. 12/581,773.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We the undersigned inventors hereby:

- 1) Sell, assign and transfer to GEM Power, LLC, a California limited liability corporation having a place of business at 10444 Corporate Drive, Suite G, Redlands, CA 92374, (hereinafter referred to as "ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner for Patents to issue any and all Letters Patents resulting from said application or any divisions, continuations, substitutes or reissues thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventors, as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the dates indicated beside our signatures.

- 1) Signature:  Date: 10/20/09  
Typed Name: Boris J. Tsenter
- 2) Signature:  Date: 10/20/09  
Typed Name: John P. James

Attorney Docket No. GEMPP003