

11-23-2009

DEPARTMENT OF COMMERCE
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To the Director of the U.S. Patent and Trademark Office

or the new address(es) below.

1. Name of conveying party(ies)

Jupiter Research Foundation, Roger G. Hine, Derek L. Hine, Joseph D. Rizzi, Kurt Kiesow, Robert Burcham, William A. Stutz

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

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

Execution Date(s) 4/27/2007, 5/2/2007, 5/9/2007

☒ 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: Liquid Robotics Inc.

Internal Address:

Street Address: 99 Almaden Blvd

City: San Jose

State: California

Country: USA

Zip: 95113

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)

12/082513

Additional numbers attached? ☐ Yes ☒ No

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

Name: T.H.P. Richardson

Internal Address:

Street Address: 1055 Trinity Dr.

City: Menlo Park

State: California Zip: 94025

Phone Number: 650-854-6304

Fax Number:

Email Address: thprichardson@comcast.net

6. Total number of applications and patents involved: 1

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

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name

9. Signature:

T.H.P. Richardson
Signature

November 14, 2009

Date

T.H.P. Richardson

Name of Person Signing

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

5

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

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PATENT
REEL: 023564 FRAME: 0060

AGREEMENT

THIS AGREEMENT is effective as of January 6, 2007, and is between

(i) Jupiter Research Foundation, a corporation organized and existing under the laws of the
5 State of California, U.S.A., of 12615 Miraloma Way, Los Altos, CA 94024, USA. (hereinafter
JUPITER),

(ii) Liquid Robotics Inc., a corporation organized and existing under the laws of the State of
California, U.S.A., of 99 Almaden Blvd., Suite 500, San Jose, CA 95113, USA. (hereinafter LIQUID
ROBOTICS), and

10 (iii) Roger G. Hine, a citizen of the United States, of 600 Ringwood Ave, Menlo Park, CA 94025
USA (hereinafter ROGER HINE), Derek L. Hine, a citizen of the United States, of 5 Hawk View,
Portola Valley, CA 94028, USA (hereinafter DEREK HINE) Joseph D. Rizzi, a citizen of the United
States, of 12615 Miraloma Way, Los Altos, CA 94024, USA (hereinafter RIZZI), Kurt Kiesow, a
citizen of the United States, of 1115 Fairview Ave, San Jose, CA 95125, USA (hereinafter
15 KIESOW), Robert Burcham, a citizen of the United States, of 2821 Concord Lane, Anchorage, AK
99502, USA (hereinafter BURCHAM), and William A. Stutz, a citizen of the United States, of 2368
Yesler Court, San Jose, CA 95131, USA (hereinafter STUTZ), ROGER HINE, DEREK HINE,
RIZZI, KIESOW, BURCHAM and STUTZ being hereinafter collectively referred to as
INVENTORS.

20
WHEREAS

A. INVENTORS have made an invention or inventions relating to Wave Power
(hereinafter INVENTION) as described in United States provisional patent application No.
60/760,893, filed January 20, 2006, by INVENTORS, United States Patent Application
25 No.11/436,447, filed May 18, 2006, by INVENTORS, United States provisional patent
application No. 60/841834, filed September 1, 2006, by ROGER G. HINE, and
International Patent Application No. PCT/US 07/01139, filed January 18, 2007, by LIQUID
ROBOTICS and INVENTORS,

B. each of RIZZI, KIESOW, BURCHAM and STUTZ, at the time of INVENTION was made,
30 was under an obligation to assign all of his rights in the invention to JUPITER, and

C. LIQUID ROBOTICS wishes to acquire the entire right, title and interest in INVENTION,
including but not limited to, all patents and other proprietary rights for INVENTION throughout the

world, and each of JUPITER, ROGER HINE and DEREK HINE wishes to assign to LIQUID ROBOTICS his entire right, title and interest in INVENTION.

LIQUID ROBOTICS, JUPITER and INVENTORS have agreed as follows.

5 1. Each of ROGER HINE and DEREK HINE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby assign to LIQUID ROBOTICS, its successors and assigns, and LIQUID ROBOTICS accepts, his entire right, title and interest in INVENTION, including, but not limited to, any and all applications, including but not limited to, the applications listed above and any continuation, continuation-in-part, 10 divisional and reissue applications, for Letters Patent, Utility Models and other Proprietary Rights throughout the world for INVENTION, all Priority Rights for INVENTION derived from such applications under International Conventions or otherwise throughout the world, and any and all Letters Patent granted on said applications.

15 2. Each of RIZZI, KIESOW, BURCHAM and STUTZ in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby assign to JUPITER, its successors and assigns, and JUPITER accepts, his entire right, title and interest in INVENTION, including, but not limited to, any and all applications, including but not limited to, the applications listed above and any continuation, continuation-in-part, divisional and reissue applications, for Letters Patent, Utility Models and other Proprietary Rights throughout the 20 world for INVENTION, all Priority Rights for INVENTION derived from such applications under International Conventions or otherwise throughout the world, and any and all Letters Patent granted on said applications.

25 3. JUPITER, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby assign to LIQUID ROBOTICS, its successors and assigns, and LIQUID ROBOTICS accepts, its entire right, title and interest in INVENTION, including, but not limited to, any and all applications, including but not limited to, the applications listed above and any continuation, continuation-in-part, divisional and reissue applications, for Letters Patent, Utility Models and other Proprietary Rights throughout the world for INVENTION, all Priority Rights for INVENTION derived from such applications under International 30 Conventions or otherwise throughout the world, and any and all Letters Patent granted on said applications.

4. Each of JUPITER and INVENTORS covenants that he has the full right to convey the right, title and interest herein assigned, and has not executed, and will not execute, any agreement in conflict herewith.

5. Each of JUPITER and INVENTORS covenants that he will communicate to LIQUID ROBOTICS any facts known to him concerning INVENTION, and will, at the expense of LIQUID ROBOTICS, testify in any legal proceedings concerning INVENTION, sign any lawful paper, and generally do everything possible to assist LIQUID ROBOTICS in obtaining and enforcing Letters Patent, Utility Models, and other Proprietary Rights for INVENTION throughout the world.

Date
Apr 27, 2007

Signature (notarized) [Signature]
Joseph D. Rizzi, President, Jupiter Research Foundation

10 Date
Apr 27, 2007

Signature (notarized) [Signature]
Roger G. Hine, President, Liquid Robotics Inc.

Date
Apr 27, 2007

Signature (notarized) [Signature]
Roger G. Hine, inventor

15 Date
May 2, 2007

Signature (notarized) [Signature]
Derek L. Hine, inventor

20 Date
Apr 27, 2007

Signature (notarized) [Signature]
Joseph D. Rizzi, inventor

Date

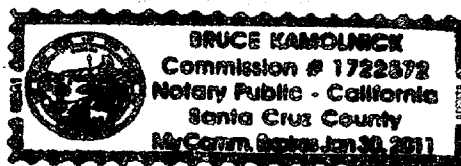
Signature (notarized) [Signature]
Kurt A.F. Kiesow, inventor

25 MAY 2, 2007
Date

Signature (notarized) [Signature]
Robert Burdham, inventor

Date

Signature (notarized) [Signature]
William A. Stutz, inventor



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA }

On April 27, 2007 before me, BRUCE KAMOLINSKI, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ROGER HINE, JOSEPH RIZZI - as LIQUID RELIGIOUS
Name(s) of Signer(s)
and JUPITER RESEARCH FOUNDATION, and as Inventors, Derek L. Hine,
Kurt A.F. Krieger III, Robert Burcham and William Stutz as
Inventors.

☒ personally known to me

☐ (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature B. Kamolinski

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement to Assign Invention

Document Date: Jan 6, 2007 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here