

PATENT ASSIGNMENT

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Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
California Institute of Technology	05/17/2010
RECEIVING PARTY DATA	
Name:	California Institute of Technology
Street Address:	1200 East California Boulevard, MS 201-85
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91125
Name:	Centre National de la Recherche Scientifique (C.N.R.S.)
Street Address:	3 rue Michel Ange
City:	Paris Cedex 16
State/Country:	FRANCE
Postal Code:	75794
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10829598
CORRESPONDENCE DATA	
Fax Number:	(303)499-8089
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-499-8080
Email:	tjonas@greenwin.com
Correspondent Name:	Greenlee Sullivan P.C.
Address Line 1:	4875 Pearl East Circle, Suite 200
Address Line 4:	Boulder, COLORADO 80301
ATTORNEY DOCKET NUMBER:	27-06

CH \$40.00 10829598

501236800

PATENT
REEL: 024707 FRAME: 0914

NAME OF SUBMITTER:

Tamala R. Jonas - Reg. No. 47,688

Total Attachments: 5

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CONFIRMATORY ASSIGNMENT

WHEREAS,

Jason Graetz, residing at 41 Cherry Street, Calverton, New York 11933;
Brent T. Fultz, residing at 269 S. Berkeley Avenue, Pasadena, California 91107;
Channing Ahn, residing at 3055 Oneida Street, Pasadena, California 91107; and
Rachid Yazami, residing at 3943 Veselich Avenue #266, Los Angeles, California 90039; (collectively, the INVENTORS); are inventors of the INVENTION entitled **"High-Capacity Nanostructured Germanium-Containing Materials and Lithium Alloys Thereof"** for which they have executed United States Patent Applications, and International Patent Applications set forth and described in **Exhibit A** (hereafter called the PATENTS);

WHEREAS, **CALIFORNIA INSTITUTE OF TECHNOLOGY** (herein called "CALTECH"), a not for profit Corporation organized and existing under the laws of the State of California, having a principal place of business at **1200 East California Boulevard, MS 201-85, Pasadena, California 91125, USA**, and **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (C.N.R.S.)** (herein called "CNRS") having a principal place of business at **3 rue Michel Ange - 75794 PARIS Cedex 16 France**, have entered into an Interinstitutional Agreement relating to ownership of the INTELLECTUAL PROPERTY consisting of the INVENTION and the PATENTS;

WHEREAS, certain of the INVENTORS are contractually obligated to transfer their entire right, title and interest in, to and under said INTELLECTUAL PROPERTY to CALTECH, and certain of the INVENTORS are contractually obligated to transfer their entire right, title and interest in, to and under said INTELLECTUAL PROPERTY to CNRS;

WHEREAS, the INVENTORS have executed an Assignment transferring their entire right, title and interest in, to and under the INVENTION and the PATENTS to CALTECH, which was recorded with the U.S. Patent Office on July 19, 2004 at Reel 015575 and Frame 0149.

AND WHEREAS, CALTECH and CNRS wish to memorialize their intent to jointly own said INTELLECTUAL PROPERTY as co-owners of equal and undivided interests in said INTELLECTUAL PROPERTY;

NOW, THEREFORE, in consideration of our mutual contractual and other legal obligations, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree that CALTECH does hereby transfer or has transferred its beneficial interest in said INTELLECTUAL PROPERTY equally to CALTECH and CNRS, it being the express intention of both parties

that this Assignment result in CALTECH and CNRS each owning an equal and undivided interest in the entire rights in and to said INTELLECTUAL PROPERTY, including, but not limited to, CALTECH and CNRS each owning an equal and undivided interest in the United States Patent Applications, and International Patent Applications set forth and described in Exhibit A, 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 INTELLECTUAL PROPERTY 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 of the United States or other applicable priority under the International Union 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 INTELLECTUAL PROPERTY in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND CALTECH and CNRS DO HEREBY acknowledge that this agreement is a complete statement of all agreed terms between the CALTECH and CNRS regarding ownership of said Intellectual Property and do hereby agree that it shall only be modified or terminated by a subsequent written Agreement signed by both CALTECH and CNRS;

AND CALTECH and CNRS DO HEREBY agree that this Confirmatory Assignment shall bind and inure to the benefit of CALTECH and CNRS and their respective legal representatives successors and assignees.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall be deemed but one instrument.

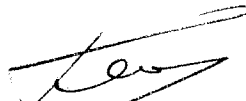
IN TESTIMONY WHEREOF, we hereunto set our hand and seal, if applicable, the day and year set opposite our signatures.

(REST OF PAGE INTENTIONALLY LEFT BLANK)

By: **CALTECH**

California Institute of Technology
1200 East California Boulevard, MS 201-85,
Pasadena, California 91125, USA

By:



Frederic Farina
Assistant Vice President
Office of Technology Transfer
626-395-3058

5/17/2010
Date

State of California

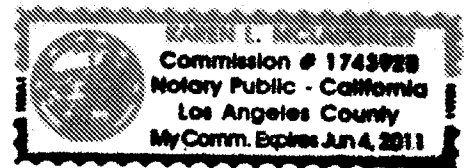
County of Los Angeles

On May 17, 2010 before me,
Karen L. McLaughlin Notary Public, personally appeared
Frederic Farina, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen L. McLaughlin



By: **CNRS**

Centre National De La Recherche Scientifique (C.N.R.S.)
3 rue Michel Ange –
75794 PARIS Cedex 16
France

By:

Direction de la Politique Industrielle
Coordonnateur du réseau des services du partenariat
et de la valorisation




Pierre ROY

15 JUL. 2010

Date

Date: 13 juillet 2010 Witness: Nichelle Tesson

21, Bd des Eaux
95240 - Courcelles-en-Pariis



EXHIBIT A
to Confirmatory Assignment

Table of Intellectual Property items:

Item	Jurisdiction	Application No.	Filing Date	Title
1	United States	US 10/829,598	April 22, 2004	High-Capacity Nanostructured Germanium-Containing Materials and Lithium Alloys Thereof
2	International	PCT/US05/13268	April 18, 2005	High-Capacity Nanostructured Germanium-Containing Materials and Lithium Alloys Thereof
3	European Regional	05856620.9	April 18, 2005	High-Capacity Nanostructured Germanium-Containing Materials and Lithium Alloys Thereof