### PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
William F. Peters	08/17/2010

#### **RECEIVING PARTY DATA**

Name:	Charles E. Wilson
Street Address:	738 Pegasus
City:	League City
State/Country:	TEXAS
Postal Code:	77573

#### PROPERTY NUMBERS Total: 1

	Property Type	Number
At	oplication Number:	12857824

#### CORRESPONDENCE DATA

Fax Number: (713)229-2504

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7132261495

Email: dterrell@lockelord.com

Correspondent Name: Locke Lord Bissell & Liddell LLP

Address Line 1: 600 Travis St Address Line 2: Suite 2800

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER: 0023664-002US

NAME OF SUBMITTER: David L. Terrell

Total Attachments: 4

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# ASSIGNMENT AND/OR RATIFICATION OF ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, I/We, the undersigned, hereafter individually and collectively, "Assignor," has/have jointly invented and developed certain new and useful methods, devices, and/or systems that are disclosed, taught and/or claimed in one or more of the applications for patent attached hereto and described below (hereafter, collectively, "Application").

Country	Title	Inventor
U.S.	ELECTRIC UTILITY VEHICLE	William F.

WHEREAS, CHARLES E. WILSON, hereafter "Assignee," to the extent not already transferred to Assignee by an existing assignment obligation from me/us or by a prior written agreement and/or other legal relationship between Assignee and Assignor, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the Application and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the Application; and c) all tangible materials and intangible information concerning the Application and its subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "Intellectual Property").

NOW, THEREFORE, for one dollar (US \$1.00) and other good and valuable consideration, the receipt and sufficiency of which I/We hereby acknowledged, Assignor and Assignee agree as follows.

- Ratification of Prior Assignment. Assignor hereby ratifies and acknowledges his/her/their prior assignment to Assignee of the aforesaid Intellectual Property, which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights described herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment described herein had not been made.
  - 2. <u>Present Assignment</u>. To the extent Assignor has not already assigned to

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Assignee all or any of the aforesaid Intellectual Property, Assignor does hereby assign, transfer and forever convey, to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment had not been made.

- 3. <u>Issuance to Assignee</u>. Assignor hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to Assignee, as the owner of the entire and exclusive right, title and interest in and to the same.
- 4. <u>Warranty of Title</u>. Assignor hereby represents, warrants and covenants that Assignor had the full right to convey the interest herein ratified and/or has the full right to convey the interest herein assigned; that Assignor has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights ratified and/or assigned herein are not subject to any other grant, license or right, or otherwise encumbered.
- 5. <u>Further Actions.</u> Assignor hereby covenants and agrees that Assignor will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns, the property ratified or transferred herein; and that Assignor will execute any application for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, correction, substitute or extension of said Intellectual Property or any resulting patent or related property right. Assignor covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid Application and Intellectual Property known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.
- 6. <u>Assignee as Attornev-in-fact</u>. To the extent Assignor is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 5, Assignor hereby appoints each officer of Assignee, and specifically appoints Assignee's general counsel whether or not an officer, as his/her/their limited attorney in fact for the sole and limited purpose of executing such instrument.

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- No Challenge. Assignor hereby covenants and agrees that Assignor will never challenge or aid the challenge by another of the validity or enforceability of the Intellectual Property ratified or transferred hereunder.
- Choice of Law. Assignor hereby covenants and agrees that the laws of the State of Texas shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.
- Severability. Assignor and Assignee hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. Assignor and Assignee hereby agree that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set his/her/its hand and seal.

Signature

William F. PETERS Name

26327 E. 112th Court South Tulsa, OK 74429 Address

\*\*\* NOTARIZATION IS PREFERRED, BUT **NOT REQUIRED \*\*\*** 

STATE OF <u>Ulahoma</u>

COUNTY OF ()

BEFORE

the undersigned authority, on this day personally appeared William F. PETERS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes

GIVEN UNDER MY HAND and seal of office this is day of the 2010.

ME.

DEBORAH TRIB**BLE (** COOK STAMP]

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and consideration therein expressed.

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**ASSIGNEE** 

**CHARLES E. WILSON** 

Signature

738 Pegasus League City, TX 77573 Address

\*\*\* NOTARIZATION IS PREFERRED, BUT **NOT REQUIRED \*\*\*** 

STATE OF

**COUNTY OF** 

**BEFORE** ME, the undersigned authority, on this day personally appeared Charles E. WILSON on behalf of the Assignee known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 10 day of Hugut 2010.

[NOTARY STAMP]

ROBIN ANNETTE WARE NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 02/08/2014

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**RECORDED: 08/17/2010**