

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Tarma, LLC	09/22/2008
<b>RECEIVING PARTY DATA</b>	
Name:	Intellibatt, LLC
Street Address:	181 3rd Street
Internal Address:	Suite 160
City:	San Rafael
State/Country:	CALIFORNIA
Postal Code:	94901
<b>PROPERTY NUMBERS Total: 3</b>	
Property Type	Number
Patent Number:	6885307
Patent Number:	7394394
Patent Number:	7474228
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(248)649-3338
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	248-649-3333
Email:	docketing@youngbasile.com
Correspondent Name:	William M. Hanlon, Jr.
Address Line 1:	3001 West Big Beaver Road
Address Line 2:	Suite 624
Address Line 4:	Troy, MICHIGAN 48084
ATTORNEY DOCKET NUMBER:	IBT-010
NAME OF SUBMITTER:	William M. Hanlon

CH \$120.00 6885307

**501325124**

**PATENT**  
**REEL: 025161 FRAME: 0429**

Total Attachments: 4

source=IBT10\_Assignment#page1.tif

source=IBT10\_Assignment#page2.tif

source=IBT10\_Assignment#page3.tif

source=IBT10\_Assignment#page4.tif

## ASSET PURCHASE AGREEMENT

AGREEMENT dated as of September, 22, 2008, by and between Intellibatt, LLC, a California limited liability company ("Buyer"), and Tarma, LLC, a Michigan limited liability company ("Seller").

### WITNESSETH:

WHEREAS, Seller is engaged in the development, design, engineering, and testing of a battery system commonly call the Tarma Remote Battery Monitoring System;

WHEREAS, Buyer desires to acquire all of the assets of Seller, except as excluded by the terms of this Agreement (the "Purchased Assets"), and Seller desires to sell the Purchased Assets to Buyer, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the Parties agree as follows:

#### 1. Definitions.

##### (a) Definitions.

(i) The following terms, as used herein, have the following meanings:

"Affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such other Person; [

"Ancillary Agreements" means the *Assignment of Rights Agreement* by Jason Toomey, Bradley Lockhart, and Richard Campbell in favor of Buyer, and the *Royalty Agreement (Exhibit B)* between the parties to be signed at Closing and the *Rights Re-Assignment Agreement (Exhibit C)* to be executed and delivered by Buyer to Seller in the event Buyer terminates this Purchase Agreement before closing under paragraph 10(a) or Seller terminates this Purchase Agreement before closing under paragraph 10(b).

"Assigned Contracts" means the contracts and agreements assigned by Seller as a part of this sale, including those contracts set forth on **Schedule 1(a)**

"Buyer" means Intellibatt, LLC, a California limited liability company.

"Closing Date," means the date of the Closing.

"Proprietary Rights" means all proprietary rights owned by Seller and related to the Tarma Battery Monitoring System, including, but not limited to, those which have been listed on **Schedule 3(j)**.

"Purchased Assets" as defined above, shall mean all of the assets of Seller, except the Excluded Assets ;

"Seller" means Tarma, LLC, a Michigan limited liability company.

Other terms not specifically defined in this paragraph, shall have the meaning assigned to such term in the paragraph where such term is defined.

## 2. Purchase and Sale.

(a) Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell, transfer, assign and deliver, or cause to be sold, transferred, assigned and delivered, to Buyer at Closing, free and clear of all Liens, all of the Purchased Assets, including the Proprietary Rights, which shall include, without limitation the Assets listed on **Exhibit A**.

(b) Liabilities. Notwithstanding any provision in this Agreement or any other writing to the contrary, Buyer is not assuming any liability or obligation of Seller or any Affiliate of Seller (or any predecessor owner of all or part of its business and assets) of whatever nature whether presently in existence or arising or asserted hereafter. All such liabilities and obligations shall be retained by and remain obligations and liabilities of Seller.

(c) Assignment of Contracts and Rights. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without consent of a third party thereto, would constitute a breach or other contravention thereof or in any way adversely affect the rights of Buyer or Seller thereunder. Seller and Buyer will use their best efforts (but without any payment of money by Seller or Buyer) to obtain the consent of the other Parties to any such Purchased Asset or claim or right or any benefit arising thereunder for the assignment thereof to Buyer as Buyer may request. If such consent is not obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of Seller thereunder so that buyer would not in fact receive all such rights, Seller and Buyer will cooperate in a mutually agreeable arrangement under which Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including subcontracting, sub-licensing, or subleasing to Buyer, or under which Seller would enforce for the benefit of Buyer, with Buyer assuming Seller's obligations, any and all rights of Seller against a third party thereto. Seller will promptly pay to Buyer when received all monies received by Seller under any Purchased Asset or any claim or right or any benefit arising thereunder, except to the extent the same represents an Excluded Asset.

IN WITNESS WHEREOF, the Parties here caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**Intellibatt, LLC**

By: Michael Bruck Stephen Cotton  
Name: Michael Bruck Stephen Cotton  
Title: Principal Principal

**Tarma, LLC**

By: Matthew W. Lacy  
Name: Matthew W. Lacy  
Title: Managing Member

Exhibit A  
to Asset Purchase Agreement  
List of Purchased Assets

1. The trade name "Tarma" and the unregistered mark: Tarma Battery Monitoring System;
2. The custom programming code (firmware or microprogramming code) that operates the Data Collection Monitor (the Data Collection Monitor communicated the data obtained by the TBM to the Internet web site);
3. The custom programming code (firmware or microprogramming code) for the Real Time Data Client which was a part of the Tarma Internet web site and was utilized to access the data obtained by the TBM via the web site (if available, it once resided on the web page which is now disabled and the code may not be accessible);
4. The source code that operates the Data Collection Monitor;
5. The patents, two of which have been approved for registration and one which is pending, as described below:
  - a. Revision B -- Patent Registration Number **6,885,307** issued April 26, 2005;
  - b. Revision C -- Patent Registration Number **7,394,394** issued July 1, 2008;  
Revision D -- Patent Application Number **20060017582 Battery Monitor** filed August 23, 2005 and published January 26, 2006: An apparatus and method for monitoring at least one battery condition. An ac signal is applied to a battery. A difference between a signal output from the battery and a threshold determines a battery condition. The determined battery condition is transmitted remotely from the battery location either wirelessly or through a network to controller and/or is visibly displayed at the battery location;
6. Customer or prospective customer information in any form, which may include, entities which permitted beta testing entities which have been in contact with Tarma indicating an interest in purchasing a completed product.
7. Any and all proto-types produced by Tarma in possession of Tarma or a third person.