

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Mr. RANDY B. DUNN	01/17/2011
PHILLIP'S MACHINE AND WELDING COMPANY, INC.	01/17/2011
<b>RECEIVING PARTY DATA</b>	
Name:	EVAIRA, INC.
Street Address:	16125 EAST GALE AVENUE
City:	CITY OF INDUSTRY
State/Country:	CALIFORNIA
Postal Code:	91745
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Application Number:	12232009
Application Number:	12588654
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ATTORNEY DOCKET NUMBER:	29585.00 & .04
NAME OF SUBMITTER:	ROBERT B. LYONS
Total Attachments: 2 source=29585_00_04_assign#page1.tif source=29585_00_04_assign#page2.tif	

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**PATENT**

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## **ASSIGNMENT**

This Assignment is made by RANDY B. DUNN an individual of California and PHILLIP'S MACHINE AND WELDING COMPANY, INC. a California corporation (hereinafter singly and jointly referred to as "Assignor") to EVAIRA, INC. a California corporation having an address of 16125 East Gale Avenue, City of Industry, California 91745 (hereinafter referred to as "Assignee").

This Assignment is made with reference to the following facts:

A. The aforesaid RANDY B. DUNN of the above identified Assignor party (sometimes called RANDY DUNN without the middle initial "B.") is the sole inventor of the below identified two patent applications (and of certain provisional patent applications related to each) filed at the U.S. Patent and Trademark Office:

U.S. Patent Application Serial No. 12/232,009 filed September 9, 2008 for an invention titled REGENERATIVE TORQUE SHIFTER, and

U.S. Patent Application Serial No. 12/588,654 filed on October 22, 2009 for an invention titled VEHICLE BATTERY MODULE,

both of which patent applications shall hereinafter be referred to singly and jointly as "Patent Applications."

B. At one or more points in time prior to today's date, the aforesaid RANDY B. DUNN of the above identified Assignor party assigned, or attempted to assign, one or both of the Patent Applications from himself to the aforesaid PHILLIP'S MACHINE AND WELDING COMPANY, INC. of the above identified Assignor party. Thus, it is possible that the said RANDY B. DUNN or the said PHILLIP'S MACHINE AND WELDING COMPANY, INC., or both, has or might have legal title or some portion thereof in and to the Patent Applications. No third party, however, has any such title or portion thereof.


C. Assignor desires to transfer and convey to Assignee, and Assignee desires to receive and acquire from Assignor, the entirety of the Assignor party's right, title, and interest in and to the Patent Applications and to any and all patent applications related thereto and patents issuing from any and all such patent applications.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby and herewith assign, transfer, sell, and convey to Assignee all of Assignor's right, title, and interest in and to the Patent Applications and to any and all patent applications related to either or both of said Patent Applications and any patents claiming priority from or issuing from the Patent Applications (or either of them) or any such related patent applications, and to any and all continuations, continuations-in-part and divisions of the Patent Applications (or either of them) and any related patent application, and to the inventions shown and described in either or both of the Patent Applications, together with any and all reissues of any or all patents issuing from any of the foregoing patent applications, all to have and to hold for the sole and exclusive use and benefit of Assignee, its successors and assigns, to the full end of the term or terms of any and all such issuing patents, to be held and enjoyed by Assignee (and by Assignee's successors and assigns) to the end of the term or terms for which all or any of the said issuing patents are granted or reissued, and any extensions thereof, as fully and entirely as same would have been held and enjoyed by Assignor if this assignment had not been made, together with all claims for damages and profits by reason of past infringement of all or any of said issuing patents, with the right to sue for and collect same for Assignee's own use (and for the use of Assignee's successors and assigns).

Assignor covenants and agrees that he/it will at any time on request and at Assignee's sole expense execute and deliver to Assignee any and all documents and papers as may be necessary or desirable to perfect in Assignee the interests herein conveyed, and further covenants and agrees that he/it will communicate and cooperate with Assignee to the extent necessary for Assignee to have and enjoy to the fullest extent the interests herein conveyed.

IN WITNESS WHEREOF, Assignor has hereunto set his/its hand and seal on this 17<sup>th</sup> day of January, 2011.

  
\_\_\_\_\_  
(SEAL)  
RANDY B. DUNN, Assignor  
Signed on his own individual behalf

  
\_\_\_\_\_  
(SEAL)  
PHILLIP'S MACHINE AND WELDING  
COMPANY, INC., Assignor  
Signed on its behalf by its corporate Secretary and  
Vice President of Engineering Randy B. Dunn

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