

02/11/2011

Form PTO-1595 (Rev 03-09)  
OMB No 0651-0027 (exp 03/31/2009)

U S DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103617575

Resub  
2-11-11

To the Director of the U S Patent and Trademark Office Please record the attached documents or the new address(es) below

**1. Name of conveying party(ies)**

Yevgen Kalynushkin

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

**2. Name and address of receiving party(ies)**

Name: Ener1, Inc.

Internal Address: Suite 25C

Street Address: 1540 Broadway

City New York

State: NY

Country: U S Zip: 10036

Additional name(s) & address(es) attached?  Yes  No

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

Execution Date(s) July 7, 2005

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License  
Doc ID# 501418413
- Other corrective not legible/correct receiving party

**4. Application or patent number(s):**

This document is being filed together with a new application

A Patent Application No.(s)

11/560,922,  
11/561,077,  
11/561,082,  
11/561,531

B. Patent No (s)

Additional numbers attached?  Yes  No

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

Name: Joseph W Bain

Internal Address: Fifteenth Floor

Street Address: 525 Okeechobee Blvd.

City: West Palm Beach

State: FL Zip: 33401

Phone Number: 561-847-7800

Fax Number: 561-847-7801

Email Address: wpbpatent@novakdruce.com

**6. Total number of applications and patents involved: 4**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$160.00**

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 14-1437

Authorized User Name Joseph W Bain

**9. Signature:**

/Joseph W Bain/  
Signature

02/11/2011  
Date

Joseph W Bain  
Name of Person Signing

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

8

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

TO: JOSEPH W. BAIN COMPANY, 525 OKEECHOBEE BLVD.

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1



|                       |                |
|-----------------------|----------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

CONVEYING PARTY DATA

| Name               | Execution Date |
|--------------------|----------------|
| Yevgen Kalynushkin | 07/25/2005     |

RECEIVING PARTY DATA

|                   |                             |
|-------------------|-----------------------------|
| Name:             | Nanoener Technologies, Inc. |
| Street Address:   | 1500 W. Cypress Creek Road  |
| Internal Address: | Suite 515                   |
| City:             | Ft. Lauderdale              |
| State/Country:    | FLORIDA                     |
| Postal Code:      | 33401                       |

PROPERTY NUMBERS Total: 4

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 11560922 |
| Application Number: | 11561077 |
| Application Number: | 11561082 |
| Application Number: | 11561531 |

CORRESPONDENCE DATA

Fax Number: (561)847-7801  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 561.847.7800  
Email: Sharon.Hart@novakdruce.com  
Correspondent Name: Joseph W. Bain  
Address Line 1: 525 Okeechobee Blvd.  
Address Line 4: West Palm Beach, FLORIDA 33401

|                         |                |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 10112-4-1      |
| NAME OF SUBMITTER:      | Joseph W. Bain |

CH \$160.00 11560922

TO: JOSEPH W. BAIN COMPANY. 525 OKEECHOBEE BLVD.

Total Attachments: 4

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## NONDISCLOSURE AND INVENTIONS AGREEMENT

The undersigned, in consideration and as a condition of my employment or contractual relationship with EnerI, Inc., a Florida corporation, and/or any of its (the "Company"), does hereby agree with the Company as follows.

1 I will not at any time, whether during or after the termination of my employment or contractual relationship, reveal to any person, association or company any of the trade secrets, employee information, or confidential information concerning the organization, business or finances of the Company so far as they have come or may come to my knowledge, except as may be required in the ordinary course of performing my duties as an employee of the Company or except as may be in the public domain through no fault of mine, and I shall keep secret all matters entrusted to me and shall not use or attempt to use any such information in any manner which may injure or cause loss or may be calculated to injure or cause loss whether directly or indirectly to the Company or its employees.

Further, I agree that during my employment or contractual relationship I shall not make, use or permit to be used any notes, memoranda, employee information, drawings, specifications, programs, data or other materials of any nature relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs otherwise than for the benefit of the Company. I further agree that I shall not, after the termination of my employment or contractual relationship, use or permit to be used any such notes, memoranda, drawings, employee information, specifications, programs, data or other materials, it being agreed that any of the foregoing shall be and remain the sole and exclusive property of the Company and that immediately upon the termination of my employment or contractual relationship I shall deliver all of the foregoing, and all copies thereof, to the Company, at its main office.

2 If at any time or times during my employment or contractual relationship, I shall (either alone or with others) make, conceive, discover, reduce to practice or become possessed of any invention, modification, discovery, design, development improvement, process, formula, data, technique, know-how, secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright or similar statutes or subject to analogous protection) (herein called "Inventions") that relates to the business of the Company or any of the products or services being developed, manufactured or sold by the Company or which may conveniently be used in relation therewith, or results from tasks assigned me by the Company or results from the use of premises owned, leased or contracted for by the Company, such Inventions and the benefits thereof shall immediately become the sole and absolute property of the Company, and I shall promptly disclose to the Company (or any persons designated by it) each such Invention and hereby assign any rights I may have or acquire in the inventions and benefits and/or rights resulting there from to the Company without compensation and shall communicate, without cost or delay, and without publishing the same all available information relating thereto (with all necessary plans and models) to the Company.

I will also promptly disclose to the Company, and the Company hereby agrees to receive all such disclosures in confidence, any other invention, modification, discovery, design, development, improvement, process, formula, data, technique, know-how, secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright or similar statutes or subject to analogous protection) made, conceived, discovered, reduced to practice or possessed by me (either alone or with others) at any time or times during my employment or contractual relationship for the purpose of determining whether they constitute "Inventions," as defined herein

Upon disclosure of each Invention to the Company, during my employment or contractual relationship and at any time thereafter, I will, at the request and cost of the Company, sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonable require

(a) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(b) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection.

In the event the Company is unable, after reasonable effort, to secure my signature on any letters patent, copyright or other analogous protection relating to an Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by me.

3. I agree that any breach of this Agreement by me could cause irreparable damage and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder.

4. I understand that this Agreement does not create an obligation on the Company or any other person to continue my employment or contractual relationship.

5. I represent that the Inventions identified in the pages, if any, attached hereto comprise all the Inventions which I have made or conceived prior to my employment or contractual relationship by the Company, which Inventions are excluded from this Agreement. I understand that it is only necessary to list the title of such Inventions and the purpose thereof but not details of the Invention itself. IF THERE ARE ANY SUCH UNPATENTED INVENTIONS TO BE EXCLUDED, THE UNDERSIGNED SHOULD INITIAL HERE. OTHERWISE IT WILL BE DEEMED THAT THERE ARE NO SUCH EXCLUSIONS. \_\_\_\_\_

I further represent that my performance of all the terms of this Agreement, and my performance as an employee of the Company, does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment or contractual relationship by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

I further represent that if the representations set forth in the preceding paragraph are inapplicable, I have attached hereto a copy of each agreement, if any, which presently affects my compliance with the terms of this Agreement. (Such copy specifies the other contracting party or employer, the date of such agreement, the date of termination of any employment or contractual relationship.) IF THERE ARE ANY SUCH AGREEMENTS, THE UNDERSIGNED SHOULD INITIAL HERE. OTHERWISE IT WILL BE DEEMED THAT THERE ARE NO SUCH AGREEMENTS. \_\_\_\_\_

6. Any waiver by the Company of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof

7. I hereby agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

8. My obligations under this Agreement shall survive the termination of my employment or contractual relationship regardless of the manner of such termination and shall be binding upon my heirs, executors and administrators.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

10. The term "Company" shall include Ener1, Inc., a Florida corporation, and any of its subsidiaries, subdivisions or affiliates. The Company may not assign this Agreement to any successor assign without my written consent.

11. For purposes of this Agreement, the term "employment" shall also mean any period of consultancy or a contractual relationship, through an agency or otherwise, with the Company.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of  
The 25 day of July, 2005

EMPLOYEE.

Name.

Address

ENERI, INC

Company Representative

Printed: 1/25/05 This page in printed format is valid for 24 hrs; After which it is obsolete.