

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Lee Qualls	08/30/2010
Layna Mendlinger	08/30/2010
John Bear	08/30/2010
Scott Cronrath	09/01/2010
Brian Westbrook	08/30/2010
T. Bruce Montgomery	09/02/2010
David Thimm	09/07/2010
Nick Kovalkevich	07/09/2010

RECEIVING PARTY DATA

Name:	Exide Technologies
Street Address:	13000 Deerfield Parkway
Internal Address:	Building 200
City:	Milton
State/Country:	GEORGIA
Postal Code:	30004

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29378574

CORRESPONDENCE DATA

Fax Number: (202)298-7570
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (202) 625-3795
Email: wiladean.johnson@kattenlaw.com
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Address Line 2: North Tower - Suite 200

501442189

PATENT
REEL: 025827 FRAME: 0285

CH \$40.00 29378574

Address Line 4: Washington, DISTRICT OF COLUMBIA 20007-5118

ATTORNEY DOCKET NUMBER:

320513-64402

NAME OF SUBMITTER:

Wiladean P. Johnson

Total Attachments: 3

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ASSIGNMENT

THIS ASSIGNMENT, by **LEE QUALLS**, having a mailing address at **13000 DEERFIELD PARKWAY, BUILDING 200, MILTON, GEORGIA 30004**, **LAYNA MENDLINGER**, having a mailing address at **13000 DEERFIELD PARKWAY, BUILDING 200, MILTON, GEORGIA 30004**, **JOHN BEAR**, having a mailing address at **13000 DEERFIELD PARKWAY, BUILDING 200, MILTON, GEORGIA 30004**, **SCOTT CRONRATH**, having a mailing address at **13000 DEERFIELD PARKWAY, BUILDING 200, MILTON, GEORGIA 30004**, **BRIAN WESTBROOK**, having a mailing address at **13000 DEERFIELD PARKWAY, BUILDING 200, MILTON, GEORGIA 30004**, **NICK KOVALKEVICH**, having a mailing address at **13000 DEERFIELD PARKWAY, BUILDING 200, MILTON, GEORGIA 30004**, **T. BRUCE MONTGOMERY**, having a mailing address at **13000 DEERFIELD PARKWAY, BUILDING 200, MILTON, GEORGIA 30004**, and **DAVID THIMM**, residing at **4359 PINEVIEW DRIVE, WALLED LAKE, MICHIGAN 48390** (hereinafter referred to as "the Assignors"), witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in **SPIRAL WOUND BATTERY** as set forth in an application for Letters Patent of the United States,

- (1) ☐ which is a provisional application
 - (a) ☐ bearing Application No. _____, and filed on _____;
 - (b) ☐ to be filed herewith; or
- (2) ☒ which is a non-provisional application
 - (a) ☐ bearing Application No. _____ and filed on _____;
 - (b) ☒ having an oath or declaration executed on even date herewith prior to filing of application;
 - (c) ☐ having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, **EXIDE TECHNOLOGIES**, a corporation duly organized under and pursuant to the laws of **Delaware** and having its principal place of business at **13000 DEERFIELD PARKWAY, BUILDING 200, MILTON, GEORGIA 30004** (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

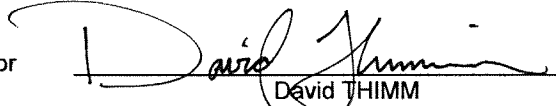
AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications,

above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of **KATTEN MUCHIN ROSENMAN, L.L.P. of 2900 K STREET, N.W., NORTH TOWER - SUITE 200, WASHINGTON, D.C. 20007-5118** to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date <u>8/30/10</u>	Signature of Assignor	<u></u> Lee QUALLS
Date <u>8/20/10</u>	Signature of Assignor	<u></u> Layna MENDLINGER
Date <u>8/30/10</u>	Signature of Assignor	<u></u> John BEAR
Date <u>9-1-10</u>	Signature of Assignor	<u></u> Scott CRONRATH
Date <u>8/30/10</u>	Signature of Assignor	<u></u> Brian WESTBROOK
Date _____	Signature of Assignor	_____ Nick KOVALKEVICH
Date <u>09-02-10</u>	Signature of Assignor	<u></u> T. Bruce MONTGOMERY
Date <u>9/7/10</u>	Signature of Assignor	<u></u> David THIMM

REMINDER OF CONTINUING OBLIGATIONS UNDER
"EMPLOYEE ASSIGNMENT AND SECRECY AGREEMENT"

In connection with the termination of your employment from EXIDE Technologies ("EXIDE" or "the Company"), we wish to call attention to your continuing obligation under the "Employee Assignment and Secrecy Agreement" ("the Agreement") which you signed in connection with your employment with the Company.

The Agreement provides that following your employment you will not disclose or use any trade secrets or confidential information pertaining the Company's business. Trade secrets or confidential information shall mean information which has not been made available by the Company to the public, including but not limited to business plans, product or market development studies, plans or surveys; inventions; secret processes and developments; any cost data, including labor costs, materials costs, and any data that is a factor in costs; price, source or utilization data on raw materials, machinery, equipment and other manufacturing supplies; technical improvements, designs, procedures and methods developed by the Company; any data pertaining to sales volume by location or by product category; customer lists; production methods other than those licensed by outside companies; compensation practices; environmental conditions, obligations or remediation information; and profitability, margins, or other information relating to financial statements. The inventions conceived by you during the course of your employment relating in any way to the Company's business are the exclusive property of the Company.

Will you please acknowledge receipt of this reminder by signing the attached duplicate copy for our records.

Signed: 

Date: 7-9-2010