


Client Code: QPC.085A

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): (List using letters or numbers for multiple parties) 1. Ryan Tseng 2. Pawan Kumar Tiwari Additional name(s) of conveying party(ies) attached? () Yes (X) No	2. Name and address of receiving party(ies): Name: WiPower, Inc. Street Address: 5775 Morehouse Drive City: San Diego State: CA ZIP: 92121-1714 Additional name(s) of receiving party(ies) attached? () Yes (X) No
3. Nature of conveyance: (X) Assignment () Security Agreement () Merger () Change of Name () Other: Execution Date: (List as in section 1 if multiple signatures) 1. June 28, 2011 2. June 24, 2011	4. US or PCT Application number(s) or US Patent number(s): (X) Patent Application No.: 13/033,481 Filing Date: February 23, 2011 Additional numbers attached? () Yes (X) No
5. Party to whom correspondence concerning document should be mailed: Customer No. 14,870 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14 th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: QPC.085A	6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 1.21(h)): \$40.00 (X) Authorized to be charged to deposit account	8. Deposit account number: 11-1410 Please charge this account for any additional fees which may be required, or credit any overpayment to this account.
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document. <div style="display: flex; justify-content: space-between;"> <div> <u>Mark M. Abumeri</u> Name of Person Signing 43,458 Registration No. </div> <div style="text-align: center;">  Signature </div> <div style="text-align: right;"> <u>July 14, 2011</u> Date </div> </div> Total number of pages including cover sheet, attachments and document: 7	

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PATENT
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U.S. Prov. App. No.: 61/316,725
U.S. App. No.: 13/033,481
Int'l App. No.: PCT/US2011/029462

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ASSIGNMENT

WHEREAS, WE,

1. **Ryan Tseng**, a citizen of the United States, having a mailing address located at 5775 Morehouse Drive, San Diego, California 92121-1714, U.S.A, and a resident of Coronado, California, and

2. **Pawan Kumar Tiwari**, a citizen of India, having a mailing address located at 904 Melaleuca Avenue Unit K, Carlsbad, California 92011, and a resident of Carlsbad, California,

have conceived of one or more processes, methods, machines, articles of manufacture, designs, compositions of matter, inventions, discoveries or new or useful improvements relating to **POWER CONVERSION** (collectively the "INVENTIONS") for which WE have executed and/or may execute one or more patent applications therefor; and

WHEREAS, **WiPower, Inc.** (hereinafter "ASSIGNEE"), a Florida corporation, having a place of business at 5775 Morehouse Drive, San Diego, California 92121-1714, U.S.A., desires to acquire and/or affirm its ownership of the entire right, title, and interest in and to said INVENTIONS, including all inventions related thereto or thereof, all patent applications therefor, and all patents that have granted or may be granted hereafter thereon, including but not limited to those identified below;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, WE do hereby acknowledge that WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto ASSIGNEE, its successors, its legal representatives, and its assigns, OUR entire right, title, and interest throughout the world in and to said INVENTIONS, including all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS in the United States, including U.S. Application No. 13/033,481, filed February 23, 2011, and all provisional applications relating thereto, including U.S. Provisional Application No. 61/316,725, filed March 23, 2010, and all divisional applications, renewal applications, continuation applications, continuation-in-part applications, and design applications thereof, and all issued patents of the United States which may have granted or may be granted hereafter thereon and all reissues, renewals, reexaminations, and extensions to any of the foregoing and all patents issuing thereon in the United States;

AND WE further do acknowledge and agree that WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto ASSIGNEE, its successors, its legal representatives, and its assigns, OUR rights of priority under International Conventions, Treaties, or Agreements, and OUR entire right, title, and interest throughout the world in said INVENTIONS, including all inventions related thereto or thereof, and all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS in any foreign country, countries, or treaty/union organizations, including International Patent

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Application No. PCT/US2011/029462, filed March 22, 2011, and all divisional applications, renewal applications, continuation applications, continuation-in-part applications, patent of addition applications, confirmation applications, validation applications, utility model applications, and design applications thereof, and all issued patents which may have granted or may be granted hereafter for said INVENTIONS in any country or countries foreign to the United States, and all reissues, renewals, reexaminations, and extensions thereof;

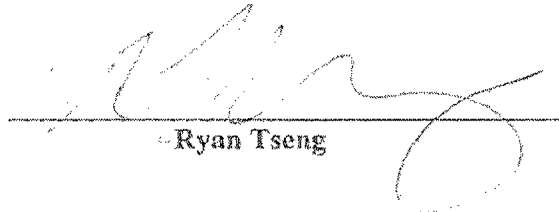
AND WE DO HEREBY authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications or registrations, to issue all patents for said INVENTIONS to said ASSIGNEE, its successors, its legal representatives and its assigns, in accordance with the terms of this instrument;

AND WE DO HEREBY sell, assign, transfer, and convey to said ASSIGNEE, its successors, its legal representatives, and its assigns all claims for damages and all remedies arising out of or relating to any violation(s) of any of the rights assigned hereby that have or may have accrued prior to the date of assignment to said ASSIGNEE, or may accrue hereafter, including, but not limited to the right to sue for, seek, obtain, collect, recover, and retain damages and any ongoing or prospective royalties to which WE may be entitled, or that WE may collect for any infringement or from any settlement or agreement related to any of said patents before or after issuance;

AND WE HEREBY covenant and agree that WE will communicate promptly to said ASSIGNEE, its successors, its legal representatives, and its assigns, any facts known to us respecting said INVENTIONS, and will testify in any legal proceeding, sign all lawful papers, execute all applications and certificates, make all rightful declarations and/or oaths, and provide all lawful assistance to said ASSIGNEE, its successors, its legal representatives and its assigns, to obtain and enforce patent protection for said INVENTIONS in all countries;

AND WE HEREBY represent that WE have full and exclusive, unencumbered right to sell, assign, convey and transfer all subject matter herein, and hereby covenant that WE have not and will not execute any writing or do any act whatsoever conflicting with these presents.

Done at San Diego, on 6/28/11
LOCATION DATE



Ryan Tseng

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Done at Carlsbad, CA, on Jun 24, 2011
LOCATION DATE


Pawan Kumar Tiwari

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