

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT                     |
| <b>NATURE OF CONVEYANCE:</b>   | ASSIGNMENT                         |
| <b>CONVEYING PARTY DATA</b>  |                                    |
| <b>Name</b>  | <b>Execution Date</b>              |
| GRID STORAGE TECHNOLOGIES PARTNERS, LLC  | 08/17/2011                         |
| <b>RECEIVING PARTY DATA</b>  |                                    |
| <b>Name:</b>   | EOS ENERGY STORAGE LLC             |
| <b>Street Address:</b>   | 3700 Glover Road                   |
| <b>City:</b>   | Easton                             |
| <b>State/Country:</b>  | PENNSYLVANIA                       |
| <b>Postal Code:</b>  | 18040                              |
| <b>PROPERTY NUMBERS Total: 2</b>   |                                    |
| <b>Property Type</b>   | <b>Number</b>                      |
| <b>Application Number:</b>   | 12841115                           |
| <b>Application Number:</b>   | 12854131                           |
| <b>CORRESPONDENCE DATA</b>   |                                    |
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| <b>ATTORNEY DOCKET NUMBER:</b>   | 38059-701 AND 702                  |
| <b>NAME OF SUBMITTER:</b>  | Lydia C. Vosburgh                  |
| <b>Total Attachments: 1</b><br>source=38059-701 Assignment#page 1.tif                |                                    |

CH \$80.00 12841115

WHEREAS, GRID STORAGE TECHNOLOGIES PARTNERS, LLC (hereinafter "Assignor"), owns the entire right, title and interest in and to the inventions disclosed in the Application(s), and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions") entitled:

**ELECTRICALLY RECHARGEABLE, METAL-AIR BATTERY SYSTEMS AND METHODS**  
for which Application No. 12/841,115 was filed on July 21, 2010 in the United States Patent Office; and

**BIFUNCTIONAL (RECHARGEABLE) AIR ELECTRODES**  
for which Application No. 12/854,131 was filed on August 10, 2010 in the United States Patent Office;

hereinafter "Application(s)").

WHEREAS, EOS ENERGY STORAGE LLC, a limited liability company of the State of Delaware, having a place of business at 3700 Glover Road, Easton, PA 18040, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Inventions, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by the inventor(s) of said Inventions, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee its entire right, title and interest (a) in and to said Inventions and said Applications, including the right to claim priority to said Inventions and said Applications; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty, or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Assignor hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

Date: 8/17/11

ASSIGNOR

By:

Name: STEVEN ANKOROV  
Title: MEMBER

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 8/17/11

By:

Name: Michael Oster  
Title: Member