

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Yet Ming Chiang	07/20/2006
Antoni S. Gozdz	07/26/2006
Martin W. Payne	07/28/2006
<b>RECEIVING PARTY DATA</b>	
Name:	A123 Systems, Inc.
Street Address:	200 West Street
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	13086883
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(617)526-5000
Email:	stephanie.geis@wilmerhale.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Stephanie Geis
Address Line 1:	60 State Street
Address Line 2:	WilmerHale
Address Line 4:	Boston, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	112903.154US3
NAME OF SUBMITTER:	Stephanie Geis
Total Attachments: 4 source=154US3Assignment#page1.tif source=154US3Assignment#page2.tif source=154US3Assignment#page3.tif source=154US3Assignment#page4.tif	

OP \$40.00 13086883

## ASSIGNMENT

WHEREAS, we, Yet Ming Chiang, a citizen of the United States and residing at 52 Lake Road, Framingham, Massachusetts 01701, United States of America; Antoni S. Gozdz, a citizen of the United States and residing at 24 O'Leary Road, Marlborough, Massachusetts 01752, United States of America; and Martin W. Payne, a citizen of the United States and residing at 3416 Center Road, Avon, Ohio 44011, United States of America, are Inventors of certain new and useful inventions and discoveries, for which we have made an application for a United States Patent entitled "NANOSCALE ION STORAGE MATERIALS", also identified as Attorney Docket Number 0112903.00154US2, the specification of which was filed with the United States Patent and Trademark Office on April 3, 2006, and has been assigned Serial Number 11/396,515.

WHEREAS, A123 Systems, Inc., whose address is Arsenal on the Charles, One Kingsbury Avenue, Watertown, MA 02472, United States of America, which, together with its successors and assigns is hereinafter called "ASSIGNEE," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

NOW, THEREFORE, for and in consideration of good and valuable consideration furnished by ASSIGNEE to us, receipt and sufficiency of which we hereby acknowledge, we hereby without reservations:

1. Assign, transfer, and convey to ASSIGNEE the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and convention applications based in whole, or in part, upon said inventions or discoveries, or upon said applications, and any and all Letters Patents, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon, or arise from, said inventions, said discoveries, said applications, and said Letters Patent;
2. Authorize ASSIGNEE to file patent applications in any or all countries on any or all of said inventions and discoveries in our name or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under International Conventions or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments throughout the world to issue or transfer

all said Letters Patents to ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents, or any license to use the same, or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to ASSIGNEE without encumbrance;

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon ASSIGNEE's request and at ASSIGNEE's expense, but without additional consideration to us or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications, and said Letters Patents shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this Assignment had not been made; and particularly to execute and deliver to ASSIGNEE all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by ASSIGNEE; and to communicate to ASSIGNEE all facts known to us relating to said inventions and discoveries or the history thereof, and to testify as to the same in any court or proceeding; and to furnish ASSIGNEE any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20 day of July 2006 (Month/Year).

Yet Ming Chiang  
Yet Ming Chiang

On this 20 day of July 2006 (Month/Year), Yet Ming Chiang, personally known to me to be the same individual who executed the foregoing Assignment, and who acknowledged to me that execution of the same was of his own free will for the use and purposes therein set forth.

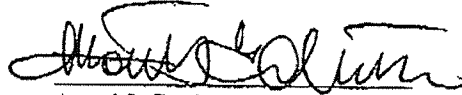
WITNESS: Deborah E. Giampa



Deborah E. Giampa  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 7, 2013

**BEST AVAILABLE COPY**

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 26<sup>th</sup> day of July 2006 (Month/Year).

  
Antoni S. Gozdz

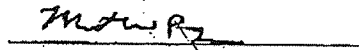
On this 26<sup>th</sup> day of July 2006 (Month/Year), Antoni S. Gozdz personally known to me to be the same individual who executed the foregoing Assignment, and who acknowledged to me that execution of the same was of his own free will for the use and purposes therein set forth.

WITNESS: Deborah E. Glampa



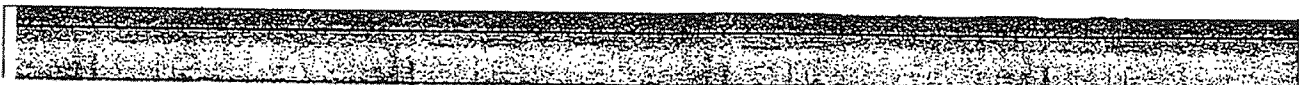
Deborah E. Glampa  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 7, 2013

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 28 day of July 2006 (Month/Year).

  
Martin W. Payne

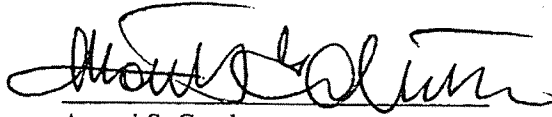
On this 28 day of July 2006 (Month/Year), Martin W. Payne, personally known to me to be the same individual who executed the foregoing Assignment, and who acknowledged to me that execution of the same was of his own free will for the use and purposes therein set forth.

WITNESS: John P. Jans



IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 26<sup>th</sup> day of

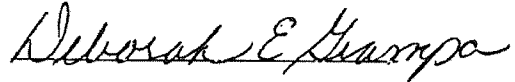
July 2006 (Month/Year).



Antoni S. Gozdz

On this 26<sup>th</sup> day of July 2006 (Month/Year), Antoni S. Gozdz personally known to me to be the same individual who executed the foregoing Assignment, and who acknowledged to me that execution of the same was of his own free will for the use and purposes therein set forth.

WITNESS:



Deborah E. Giampa  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 7, 2013

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of

\_\_\_\_\_ (Month/Year).

\_\_\_\_\_  
Martin W. Payne

On this \_\_\_\_ day of \_\_\_\_\_ (Month/Year), Martin W. Payne., personally known to me to be the same individual who executed the foregoing Assignment, and who acknowledged to me that execution of the same was of his own free will for the use and purposes therein set forth.

WITNESS: \_\_\_\_\_