

## PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE:  | NEW ASSIGNMENT   |
| NATURE OF CONVEYANCE:   | ASSIGNMENT   |
| CONVEYING PARTY DATA  |  |
| Name  | Execution Date   |
| Frog Design, Inc.   | 09/29/2011   |
| RECEIVING PARTY DATA  |  |
| Name:   | Electric Transportation Engineering Corporation, d/b/a ECotality North America |
| Street Address:   | 430 South 2nd Avenue   |
| City:   | Phoenix  |
| State/Country:  | ARIZONA  |
| Postal Code:  | 85003  |
| PROPERTY NUMBERS Total: 4   |  |
| Property Type   | Number   |
| Application Number:   | 29363233   |
| Application Number:   | 29363236   |
| Application Number:   | 29363239   |
| Application Number:   | 29376492   |
| CORRESPONDENCE DATA   |  |
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| ATTORNEY DOCKET NUMBER:   | 0311910-ECOTALITY/GEN. IP  |
| NAME OF SUBMITTER:  | Stephen K. Benyi   |
| Total Attachments: 3<br>source=Assignment_FrogtoECotality#page1.tif<br>source=Assignment_FrogtoECotality#page2.tif<br>source=Assignment_FrogtoECotality#page3.tif |  |

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REEL: 027028 FRAME: 0328

## ASSIGNMENT

WHEREAS, Electric Transportation Engineering Corporation dba ECOTality North America, an Arizona corporation, having a place of business located at 430 South 2<sup>nd</sup> Avenue, Phoenix, Arizona 85003 ("ASSIGNEE") is desirous of acquiring the Patent Applications identified on Attachment A ("the PATENT APPLICATIONS") to the extent ECOTality, Inc., a Nevada corporation, having a principal place of business located at 4 Embarcadero Center, Suite 3720, San Francisco, California 94111, does not already own all right, title, and interest in, to, and under the PATENT APPLICATIONS;

AND WHEREAS, Frog Design, Inc., a California corporation, having a principal place of business located at 660 3<sup>rd</sup> Street, 4<sup>th</sup> Floor, San Francisco, California 94107 ("ASSIGNOR") desires to transfer all its rights, title and interest in, to, and under the PATENT APPLICATIONS to ASSIGNEE to the extent ECOTality, Inc. does not already own all right, title, and interest in, to, and under the PATENT APPLICATIONS;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR will irrevocably assign, transfer, set over, convey, and deliver and does hereby irrevocably assign, transfer, set over, convey, and deliver to ASSIGNEE, its successors and assigns, all of ASSIGNOR's right, title, and interest in, to, and under any and all subject matter of the invention(s) disclosed and/or claimed in the PATENT APPLICATIONS; in, to, and under the PATENT APPLICATIONS and any and all provisional, continuation, continuation-in-part, continued prosecution, request-for-continued-examination, and divisional applications thereof; in, to, and under, ASSIGNOR's exclusive right to make and prosecute any and all applications for patents, reissues, renewals, and extensions thereof; and in, to, and under any and all patents and Convention and Treaty rights of all kinds, in the United States of America and all other countries throughout the world, for all such subject matter; in, to, and under any and all know-how and/or confidential, proprietary, and/or trade secret information relating to any such subject matter, applications, patents, and/or technology; in, to, and under the right to sue for present, past, and future infringement or misappropriation relating to any such subject matter, applications, patents, and/or technology; in, to, and under the right to enforce any rights and file any causes of action, in law and/or equity, relating to any such subject matter, applications, patents, and/or technology; and in, to, and under the right to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect to any such subject matter, applications, patents, and/or technology. The right, title, and interest is to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and exclusively as it would have been held and enjoyed by ASSIGNOR had this assignment not been made. ASSIGNOR requests the applicable official having authority to issue patents and/or corresponding rights to issue same on the subject matter of said invention(s) to ASSIGNEE, its successors and assigns, and, if called upon by ASSIGNEE, its successors, assigns, or legal representatives, ASSIGNOR agrees to promptly execute, and/or to promptly obtain the execution of, any and all documents necessary to secure any and all such patents and/or rights and for issuance of same to ASSIGNEE, its successors and assigns.

ASSIGNEE understands and acknowledges that the interest and property hereby conveyed is subject to the rights and interests held by the United States government pursuant to Contract No. DE-EE00002194 awarded to ASSIGNOR by the United States Department of

Energy ("the DOE CONTRACT"). ASSIGNOR covenants with ASSIGNEE, its successors and assigns, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance, except for the rights and interests of the United States government pursuant to the DOE CONTRACT.

ASSIGNOR grants to ASSIGNEE, its successors, assigns, and legal representatives, the power to insert on this assignment any further identification, including the application number and filing dates, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

ASSIGNOR confirms that it has not made any agreement in conflict with this Assignment. ASSIGNOR further agrees that it will provide information within its knowledge or belief, and do, or have done, any and all other relevant things that ASSIGNEE, its successors, assigns, or legal representatives deem necessary or desirable and request of ASSIGNOR in connection with obtaining and/or maintaining any such patents and/or rights; in connection with any proceeding, controversy, and/or litigation pertaining to any such patents and/or rights; in order to perfect and/or enforce the ownership by ASSIGNEE, its successors and assigns, of the right, title, and interest conveyed by this Assignment; and/or in connection with this Assignment.

Frog Design, Inc. (Assignor)

Dated: 9/29/2011

By:

Signature

Printed Name

Title

State of California )  
County of San Francisco ) ss.

On September 29, 2011, before me, ML Peterson, Notary Public, personally appeared Cyrus Ipaktchi, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



**ATTACHMENT A**

| <u>Patent Application No.</u> | <u>Filing Date</u> | <u>Title</u>                      |
|-------------------------------|--------------------|-----------------------------------|
| 29/363,233                    | 2010-06-07         | Electric Vehicle Charging Station |
| 29/363,236                    | 2010-06-07         | Electric Vehicle Charging Station |
| 29/363,239                    | 2010-06-07         | Electric Vehicle Charging Station |
| 29/376,492                    | 2010-10-07         | Electric Vehicle Charging Station |