501979484 07/06/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Daniel J. Youngs	11/29/2011
Kurt Biehl	11/29/2011
Edward Bass	11/29/2011
Eric D. Schneider	11/29/2011
Felice E. Bailey	11/29/2011
Steven T. Reyburn	11/30/2011
Dean M. Ford	11/30/2011
Clyde H. Johnson	11/30/2011
Scott K. Bennett	11/30/2011
Brian J. Maskew	11/30/2011
Leonard F. Baxter II.	11/30/2011
Bruce E. Miller	11/30/2011
Richard Blatsis	11/30/2011
Derek A. Delrymple	11/30/2011
Markus Naegeli	11/30/2011
Jerry Wendling	11/30/2011
Timothy A. Gasaway	11/30/2011
Russell B. Hopkins	11/30/2011
Brian C. Morrow	11/30/2011

RECEIVING PARTY DATA

Name:	Allison Transmission, Inc.	
Street Address:	4700 West 10th Street	
City:	Indianapolis	
State/Country:	INDIANA	
Postal Code:	46222	

PROPERTY NUMBERS Total: 2

	Property Type	Number
ı		PATENT

REEL: 028497 FRAME: 0526

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Application Number:	13490060	
Application Number:	13490029	

CORRESPONDENCE DATA

Fax Number: (317)637-7561 Phone: 317-634-3456

Email: bjalaie@uspatent.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Bobak P. Jalaie

Address Line 1: 111 Monument Circle, Suite 3700 Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER: 9199-214 AND 9199-215

NAME OF SUBMITTER: Bobak P. Jalaie

Total Attachments: 7

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ASSIGNMENT

1. **DEFINITIONS**

- 1.1 ASSIGNOR means the one or more parties identified in the assignor signature section at the bottom of this assignment.
- 1.2 ASSIGNEE means Allison Transmission, Inc., a corporation of the state of Delaware_ having a principal place of business at 4700 West 10th Street, Indianapolis, IN 46222 as well as its successors and/or assigns.
- 1.3 PATENT APPLICATION means International Patent Cooperation Treaty (PCT) or United States Patent Application Number PCT/US2011/063695, which was filed on December 7, 2011, with the title of ENERGY STORAGE SYSTEM FOR HYBRID ELECTRICAL VEHICLE.
- 1.4 INVENTION means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the PATENT APPLICATION and/or any invention disclosure material associated with the PATENT APPLICATION.
- 1.5 RELATED PATENT CASES includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:
- a. disclosing, illustrating, claiming, and/or otherwise describing the INVENTION, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;
- b. claiming directly or indirectly priority to and/or from the PATENT APPLICATION, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or
- c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTION and/or the PATENT APPLICATION, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.
- 1.6 RELATED INTELLECTUAL PROPERTY includes, but is not limited to, copyrights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the INVENTION, PATENT APPLICATION, and/or RELATED PATENT CASES.
- 1.7 TRANSFERRED RIGHTS includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.
- 1.8 GEOGRAPHIC SCOPE means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.
- 1.9 EFFECTIVE DATE means the earlier of the conception date of the INVENTION, the filing date of the PATENT APPLICATION, the filing date of the RELATED PATENT CASES, and/or the date of this assignment is first signed by at least one of the parties.

2. ASSIGNMENT OF RIGHTS

- 2.1 <u>Consideration.</u> The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.
- 2.2 <u>Intellectual Property.</u> The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.
- 2.3 <u>Future Improvements.</u> The ASSIGNOR hereby assigns, and agrees this assignment hereby automatically assigns in the future, to the ASSIGNEE all right, title, and interest in future improvements in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.
- 2.4 <u>Right to Claim Priority.</u> The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the PATENT APPLICATION and the RELATED PATENT CASES.
- 2.5 <u>Infringement and Misappropriation.</u> The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future causes of action for infringement and/or misappropriation of the INVENTION, PATENT APPLICATION, RELATED PATENT CASES and/or RELATED INTELLECTUAL PROPERTY, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE.

Attorney Docker No. 009199-000174

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- Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future remedies for infringement 2.6 and/or misappropriation, including damages, royalties, and profits.
- Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the 2.7 full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

- Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information 3.1 known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.
- Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desired to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.
- Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or 3.3 quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives
- Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in 3.4 securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.
- No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. ATTORNEY CLIENT PRIVILEGE

- Assignment of Attorney-Client Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and 4.1 future rights and privileges related to any attorney-client privilege and/or work product of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.
- Prevent Waiver of Attorney Client Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the 4.2 intentional or unintentional waiver of the attorney client privilege, work product, and/or common interest without the express written authorization from the ASSIGNEE and/or its legal representatives.
- Partial Waiver of Attorney-Client Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-4.3 client privilege and/or work product of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

- Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and 5.1 authority to convey the TRANSFERRED RIGHTS assigned by this assignment.
- No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

- Insert Application Number and Filing Date. If blank in part 1.3 of this assignment, the ASSIGNOR and ASSIGNEE 6.1 hereby authorize and request the firm of Woodard, Emhardt, Moriarty, McNett & Henry LLP, its successor in interest, or designee to insert the application number and/or filing date in part 1.3 of this assignment once known.
- Issue Patent to Assignee. The ASSIGNOR hereby authorizes and requests that any and all patents based on the 6.2 PATENT APPLICATION and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.
- Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court, such decision shall 6.3 not affect the validity and/or enforceability of the remaining provisions this assignment.
- Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. It is further understood that Assignor consents to the courts of Indiana in connection with any dispute arising under the assignment.
- Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE. 6.5

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AŞŞIGNOR(Ş) SIGNATURE(S)	
	29 NOVEMBER ZON
Notarial Stamp/Seal Notary Public Seal State of Indiana Keith R. Donnelly Resident of Hamilton Co. My Commission Expires July 31, 2016 Notary Public (Signature) Resident of MOLTON County	the county of MANIEN (Printed Name) My Commission Expires 3 JUL 2016
•	29 November 2011 ssignor Date
Notarial Stamp/Seal————————————————————————————————————	the county of MARICA
Notary Public Seal Sin the State of INNIANA	Koma R. DONNOUS (Printed Name)
Edward Bass 952 Roundtable Court Indianapolis, IN 46260 United States Assignor Signature Assignor Signature	29 November 2011 assignor Date
Notary Public Seal State of Indiana Keith R. Donnelly Resident of Hamilton Co. My Commission Expires July 31, 2016 Notary Public (Signature) Notary Public Seal State of Indiana Keith R. Donnelly Resident of Hamilton Co. My Commission Expires July 31, 2016 Resident of Hamilton County	
Eric D. Schneider 506 Stonehedge Drive Carmel, IN 46032 United States	24 November 291 Assignor Date
Notary Public Seal State of Indiana Keith R. Donnelly Resident of Hamilton Co. SUBSCRIBED and SWORN to before me by Eric D. State of MEVOWOM, 20/1, in the	
My Commission Expires July 31, 2016 Notary Public (Signature) Resident of	My Commission Expires 3/ Jul 2016
Felice E. Bailey 6371 Harrison Ridge Blvd. Indianapolis, IN 46236 United States Assignor Signature	29 / VOVEMBER 2011 Assignor Date
Notarial Stamp/Seal————————————————————————————————————	Bailey the county of MARION
this 23 day of NOVIMBY, 20 11, in Notary Public Seal State of Indiana Keith R. Donnelly Resident of Hamilton Co. My Commission Expires July 31, 2016 We Sident of Hamilton Co. My Commission Expires July 31, 2016 We Sident of Hamilton Co. County	KG: DA R. DOWNELLY (Printed Name) 31 by 70.11

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APACTENETNO. 009199-000174

REEL: 028497 FRAME: 0530

	ASSIGNOR(S) SIGNATURE(S)	
Steven T. Reyburn		
13224 South 100 West Kokomo, IN 46901		11/30/2011
United States	nen /. Desolum -	ssignor Date
Assignor Si	U.	- '
Notarial Sigmp/Seal S, KIM BREWSTER	SUBSCRIBED and SWORN to before me by Reyburn. this 30 day of November, 2011 in	Steven 1.
NOTARY PUBLIC	in the State of In Alanad	the county of From Ch.
SEAL	1 Sim Menster	S. V. na Browston
MY COMMISSION EXPIRES August 30, 2015	Notary Public (Signature)	(Printed Name)
	Resident of Howard County	My Commission Expires 930 15
Dean M. Ford	the comment of the co	
18935 Edwards Grave Drive	2011	
Noblesville, IN 46062 United States	lan III. Ford	11/30/2011
Assignor Si	gnature	ssignor Date
Notarial Stamp/Seal	SUBSCRIBED and SWORN to before me by Dean M.	Ford
	this 30 day of November 2011 in	he county of Howard
S. KIM BREWSTER NOTARY PUBLIC	in the State of Indiana	577 R-
SEAL STATE OF INDIANA	S. Kem Brewster	S. Kim Brewster (Printed Name)
MY COMMISSION EXPIRES August 80, 2015	Notary Public (Signature)	My Commission Expires \$ 50 15
	Resident of Howard County	My Commission Expires 120112
Clyde H. Johnson	<u> </u>	
28S 95E Greentown, IN 46936	1 1 1/1 200	11/30/2011
United States	tale of January	ssignor Date
Assignor S	SUBSCRIBED and SWORN to before me by Clyde H.	'
Nota: Ial Stamp/Seel S, KIM BREWSTER	this 30 day of November 2011 in	the county of Howard
NOTARY PUBLIC SEAL	in the State of Malara	
STATE OF INDIANA	& Kin- Browser	S. Kim Brewster
MY COMMISSION EXPIRES August 30, 2015	Notary Public (Signature)	(Printed Nume)
	Resident of Howard County	My Commission Expires 130115
Scott K. Bennett	1 0 1	
5576 W. County Rd. 00 N. S.		
Kokomo, IN 46901 United States	At F. D. AT	11/30/2011
Assignor/S	a	Assignor Date
Notarial Stamp/Seal	SUBSCRIBED and SWORN to before me by Scott K.	Bennett the county of Howard
	mis 850 and by Vilose this man	the county of Howard
S. KIM BREWSTER NOTARY PUBLIC	in the State of Indiana	C Vin Provinctor
SEAL STATE OF INDIANA	Notary Public (Signature)	S. Kim Drewster
MY COMMISSION EXPIRES August 30, 2015	Resident of Howard County	My Commission Expires 8 30 15
T Mr. I	respont of Transaction	
Brian J. Maskew	magne An in a commence of the	
Kokomo, IN 46904 ·	L. M. Markey	11/30/11
United States Assignor S	Signature	Assignor Date
Notarial Stamp/Seal	SUBSCRIBED and SWORN to before me by Brian J.	Maskew
	this 30 day of Movember 2011 in	the county of Howard
S. KIM BREWSTER	in the State of halasa.	
SEAL TEOF INDIANA	S. Kun Breuster	S. Kim Brewster
MY CC YPIRES August 30, 2015	Notary Public (Signature)	(Printed Name)
*		(コスパー)
	Resident of HOUGITA' County	My Commission Expires 8 30 15

Attorney Docket No. 009199-00017

	•	ASSIGNOR(5) SIGNATURE(5)	
	Leonard F. Baxter II 11601 Crestview Blvd. Kokomo, IN 46901 United States Assignor S	ignature SUBSCRIBED and SWORN to before me by Legnard	1/30/201/
	NOTATE OF TRANSPIRE NOTATE OF TRANSPIRE TOTALE OF TRANSPIRE ABSENCES, 2013	this 30 day of NOVEMBER, 2011, in in the State of Ind Cha. Notary Public (Signature) Resident of 1040 County	
	Bruce E. Miller 1916 S 400 E Kokomo, IN 46902 United States Assignor S	E. Mille	///30/20// Assignor Date
	Westerial Stamps Sent S. KIM ERREVETTER No. 17-37: PUBLIC GREAT STATE OF INDIANA TY OCHUMERICA SUPPRED August 20, 2019	SUBSCRIBED and SWORN to before me by Bruce E. this 30 day of November, 2011, in in the State of Notare Notary Public (Signature) Resident of Howard County	Miller the county of Howard S. Kim Brewster (Printed Name) My Commission Expires 8/30/15
	Richard Bletsis 2122 Cameron Drive Kokomo, IN 46902 United States Notorial Stamp/Seal S. KIM EREWSTER NOTARY PUBLIC	ignature SUBSCRIBED and SWORN to before me by Richard this 30 day of November, 2011, in in the State of Indian	11/30/2011 Assignor Date Bletsis the county of Howard
,	SERIL STATE OF INDIANA INVOCKARISSION EXPIRES August 60, 2666	Notary Public (Signature) Resident of HOWArd County	S. Kim Brewster (Printed Name) My Commission Expire 8/30/15
	Derek A. Delrympie 2507 Acorn Drive Kokomo, IN 46902 United States Assignor S	La L	///30/// Assignor Date
	Notarial Stamp/Seal S. KIM EREWSTER NC PARY FUBLIO SEAL STATE OF INDIANA KY COMMISSION EXPINES August SI, 2245	SUBSCRIBED and SWORN to before me by this 30 day of November, 2011, in in the State of Indiana Notary Public (Signature) Resident of Howard County	the county of Howard S. Kim Brew Ster (Printed Name) My Commission Expires 8 30/15
	Markus Naegeli 7195-W- 00 N.S. Kokomo, IN 46901 United States Assignor	Murollaegelo Signature	80 ,NOV. // Assignor Date
,	Notarial Stamp/Seat 8. ICIM EXEMPETER NOTARY PUBLIC SEAL 87.6 TE OF INDIANA OCHMISSION EXPIRES August SD. SHIB	SUBSCRIBED and SWORN to before me by Markus this 20 day of 10 very bee 2011 in in the State of 1016 acc. Notary Public (Signature) Resident of 100000 County	S. Km Brewster (Printed Name) 813215

Attorney Docket No. 009199-000174

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	Jerry Wendling 1708 East 44 th Street Anderson, IN 46013	, , , , , , , , , , , , , , , , , , , ,	1.6-11:
	United States	n halli	11/36/11
	Assignor	ignature	Assignor Date
	Nordkiali StaminiSeni-R	SUBSCRIBED and SWORN to before me by <u>Jerry V</u>	Vendling
14	NOTARY PUBLIC	this 30 day of November, 2011,	in the county of the ward
	SEAL	in the State of Indiana	
	STATE OF INDIANA MY COMMISSION EXPIRES August 30, 2015	111 8 2	S Vin Branster
į	C	Notary Public (Signature)	(Printed Name)
		Resident of Howard Count	y My Commission Expires 8 20 15
	Timothy A. Gasaway		
	2052 East Boulevard	1 - 1/1 2/10	1 1 1
	Kokomo, IN 46902 United States	mother, Who away	11/30/11
	Assignor S	ignature)	Assignor Date
· .		SUBSCRIBED and SWORN to before me by Timoth	v A Gaeaway
	Notarial Stamp/Seal S. KIM BREWSTER	this 30 day of November 2011.	
	NOTARY PUBLIC	in the State of In Alban	in the county of 1 10 8000 G
	SEAL STATE OF INDIANA	in the state of Market	QU Bourston
: [TY COMMISSION EXPIRES August 30, 2015	Solery Public (Signature)	3 Rimide Cultur
	The second secon	", terral	(Frinted Name)
	·	Resident of Howard County	My Commission Expires 8 30 15
	Russell B. Hopkins		
	3914 Deanna Drive	- ·/ A	
	Kokomo, IN 46902	11 B. Hankin	11/30/11
	United States Assignor S	ionature	Assignor Date
		SUBSCRIBED and SWORN to before me by Russell	P. Honling
	Notarial-Stamp/Seal T	this 30 day of Movember, 2011,	
Į.	NOTARY PUBLIC	in the State of \n dlana	in the county of Howard
ì	SEAL STATE OF INDIANA		5 12. Ba
ļ	MY COMMISSION EXPIRES August 30, 2015	Notary Public (Signature)	(Printed Name)
Ĺ	The state of the s		
		Resident of HOWOrd County	My Commission Expires 8 30 (5
	Brian C. Morrow		
	6591 N. 500 W.		·
	Sharpsville, IN 46068	rin (- Monor)	11/30/2011
	United States		
	Assignor S	ignature	Assignor Date
•	Notarial Stamp/Coal	SUBSCRIBED and SWORN to before me by Brian C	3. Morrow
	Notarial Stamp/Seal	this 30 day of November, 2011,	
	S. KIM BREWSTER	in the State of house	
	NCTARY PUBLIC	S. Kein Breuester	S VIn Brownston
	SEAL	Notary Public (Signature)	(Printed Name)
	STATE OF INDIANA Y COMMISSION EXPIRES August 30, 2015	il was only	(1 miles 14mile)
		Resident of Toward Count	My Commission Expires 61 20 [12]

Assignee:

Accionee hereh	v accents th	ne sale transfe	er, and assignment	of the TRA	NSFERRED	RIGHTS.
Assignee nereo	y accepts th	ie saie, iransie	a, and assignment	or me rich	IAST DIVIVED	MOTT 10'

MA Va	
Assignée Signature	
Printed Name: KETTH R. DONNERLY	
Title: IP CORPORATE COUNSOL	
Company: Allison Transmission, Inc.	
Date: 29 day of Novombor.	20_//

APATENTINO. 009199-000174

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