

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Sion Power Corporation	05/08/2007
RECEIVING PARTY DATA	
Name:	Optodot Corporation
Street Address:	214 Lincoln Street
Internal Address:	Suite 305
City:	Allston
State/Country:	MASSACHUSETTS
Postal Code:	02134
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	6153337
Patent Number:	6183901
Patent Number:	6194098
Patent Number:	6277514
Patent Number:	6306545
Patent Number:	6410182
Patent Number:	6423444
Patent Number:	6488721
Patent Number:	6497780
Patent Number:	7066971
Patent Number:	7081142
Patent Number:	7160603
Application Number:	10767631
Application Number:	11650674

Application Number:	11650673
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Application Number:	11650675
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CORRESPONDENCE DATA

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

Correspondent Name: Stephen R. Finch

Address Line 1: 50 Phillippe Cote Street

Address Line 4: Manchester, NEW HAMPSHIRE 03101

ATTORNEY DOCKET NUMBER:	MA05.910
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NAME OF SUBMITTER:	Stephen Finch
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Total Attachments: 5

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LICENSE AGREEMENT

License Agreement ("AGREEMENT") dated as of May 16, 2007 (the "Effective Date"), between OPTODOT CORPORATION, a Delaware corporation with offices at 214 Lincoln Street, Suite 305, Allston, MA 02134 and SION POWER CORPORATION, a Delaware corporation with offices at 9040 South Rita Road, Tucson, AZ 85747.

WITNESSETH:

WHEREAS, SION POWER is the owner of the right, title, and interest in and to certain new and useful inventions and improvements relating to porous membranes for battery separators and other product applications, as defined more fully in United States Patent Nos. 6,153,337; 6,183,901; 6,194,098; 6,277,514; 6,306,545; 6,410,182; 6,423,444; 6,488,721; 6,497,780; 7,066,971; 7,081,142; and 7,160,603; incorporated by reference herein, and is the owner of the right to grant licenses for said inventions and improvements; and

WHEREAS, OPTODOT is desirous of acquiring a license and right worldwide to develop, make, have made, sell, and distribute licensed products incorporating such porous membranes for all fields of use, including for (i) separators for batteries excluding lithium sulfur batteries and (ii) non-battery related applications.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, it is agreed as follows:

1. Definitions

- 1.1. "Patents" shall mean (i) United States Patent Nos. 6,153,337; 6,183,901; 6,194,098; 6,277,514; 6,306,545; 6,410,182; 6,423,444; 6,488,721; 6,497,780; 7,066,971; 7,081,142; and 7,160,603; (ii) any and all other applications for a patent in the United States that claim priority from said United States patents listed in Section 1.1(i); (iii) any and all patents issuing in the United States from any of said applications; (iv) any and all continuations, continuations-in-part (CIPs), divisions and reissues in the United States claiming priority to such patents; and (v) all foreign equivalents of the aforementioned patents and applications that are owned by SION POWER. Schedule A and Schedule B list the issued Patents and their expiration dates and pending applications.

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3. License Grant

3.1. Subject to the terms and conditions of this AGREEMENT, OPTODOT and SION POWER shall have the following rights and obligations:

- (a) SION POWER grants to OPTODOT an exclusive, worldwide, royalty-bearing right and license under the Patents to develop, make, have made, use, sell and distribute Licensed Products in the fields of (i) batteries, excluding lithium sulfur batteries, and (ii) non-battery related applications. SION POWER shall retain ownership of the Patents and, the right to develop, make, use, offer to sale, sell, and distribute Licensed Products in the field of lithium sulfur batteries and to grant licenses to others to do the same.

Pages 4-14 Redacted

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as a sealed instrument by their duly authorized representatives, all as of the day and year first above written.

OPTODOT CORPORATION

By: Steven A. Carlson
Name: Steven A. Carlson
Title: President & CEO

Date: May 8, 2007

SION POWER CORPORATION

By: _____
Name: _____
Title: _____

Date: _____

By: Steven A. Carlson
Steven A. Carlson, solely with respect to
Section 2

Date: May 8, 2007

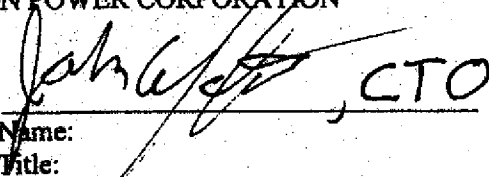
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as a sealed instrument by their duly authorized representatives, all as of the day and year first above written.

OPTODOT CORPORATION

By: _____
Name: Steven A. Carlson
Title: President & CEO

Date: _____

SION POWER CORPORATION

By: , CTO
Name: _____
Title: _____

Date: 05/09/07

By: _____
Steven A. Carlson, solely with respect to
Section 2

Date: _____

License Agreement

OPTODOT/SION POWER CORPORATION LICENSE AGREEMENT: SCHEDULE A

Sion Ref. Nos.	Issued Patent Nos.	Application Ser. Nos.	Date Filed	Expiration Date
MT-0007.0	US 6,153,337		Dec. 19, 1997	Dec. 19, 2017
MT-0007.1	US 6,306,545		Dec. 17, 1998	Dec. 19, 2017
MT-0018.1	US 6,183,901		Sep. 21, 1999	Dec. 17, 2018
MT-0018.0	US 6,194,098		Dec. 17, 1998	Dec. 17, 2018
MT-0018.2	US 6,277,514		Nov. 23, 1999	Dec. 17, 2018
MT-0018.3	US 6,410,182		Aug. 18, 2000	Dec. 17, 2018
MT-0018.4	US 6,423,444		Nov. 30, 2000	Dec. 17, 2018
MT-0007.0JP		JP 2000-525937	Dec. 17, 1998	Dec. 17, 2018
MT-0007.0KR		KR 7006772/2000	Dec. 17, 1998	Dec. 17, 2018
MT-0018.1CN	ZL998157690		Dec. 16, 1999	Dec. 16, 2019
MT-0018.2CN		CN 99815868.2	Dec. 16, 1999	Dec. 16, 2019
MT-0018.2EP	FR 1151486	EP 99966420.4	Dec. 16, 1999	Dec. 16, 2019
MT-0018.2EP	DE69908189	EP 99966420.4	Dec. 16, 1999	Dec. 16, 2019
MT-0018.2EP	UK 1151486	EP 99966420.4	Dec. 16, 1999	Dec. 16, 2019
MT-0018.2JP		JP 2000-588826	Dec. 16, 1999	Dec. 16, 2019
MT-0031.3	US 7,066,971		Nov. 21, 2000	Jun. 9, 2020
MT-0031.4	US 7,081,142		Nov. 21, 2000	Jun. 9, 2020

OPTODOT/SION POWER CORPORATION LICENSE AGREEMENT: SCHEDULE B

Sion Ref. Nos.	Issued Patent Nos.	Application Ser. Nos.	Date Filed	Expiration Date
MT-0024.1	US 6,488,721		Jun. 9, 2000	Jun. 9, 2020
MT-0024.2	US 6,497,780		Jun. 9, 2000	Aug. 26, 2020*
MT-0024.3	US 7,160,603		Dec. 20, 2002	Aug. 26, 2020**
MT-0024.4	Abandoned	10/767,631	Jan. 29, 2004	
MT-0024.5		11/650,674	Jan. 8, 2007	
MT-0024.6		11/650,673	Jan. 8, 2007	
MT-0024.7		11/650,675	Jan. 8, 2007	

*The term of this patent is extended under 35 U.S.C. 154(b) by 78 days.

**The term of this patent will expire 20 years from the earliest priority date of June 9, 2000, subject to any adjustments under 35 U.S.C. 154(b). The patent term extension needs to be confirmed as to if it will be 78 days, the same as the '780 patent from which it is a divisional, or 351 days, the adjustment given on the front page of the granted patent.