

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Hongxia Zhou</td> <td>02/19/2011</td> </tr> <tr> <td>George W. Adamson</td> <td>03/02/2011</td> </tr> </tbody> </table>		Name	Execution Date	Hongxia Zhou	02/19/2011	George W. Adamson	03/02/2011				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>ZPower, LLC</td> </tr> <tr> <td>Street Address:</td> <td>4765 Calle Quetzal</td> </tr> <tr> <td>City:</td> <td>Camarillo</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>93012</td> </tr> </table>		Name:	ZPower, LLC	Street Address:	4765 Calle Quetzal	City:	Camarillo	State/Country:	CALIFORNIA	Postal Code:	93012
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13504986</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13504986						
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CORRESPONDENCE DATA											
<p>Fax Number: 2693377861  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (269) 337-7838        Email: patent@honigman.com        Correspondent Name: Andrew N. Weber        Address Line 1: 350 East Michigan Avenue        Address Line 2: Suite 300        Address Line 4: Kalamazoo, MICHIGAN 49007-3800</p>											
ATTORNEY DOCKET NUMBER:	223310-325071										
NAME OF SUBMITTER:	Andrew N. Weber										
<p>Total Attachments: 8        source=223310_325071_Executed_Assignment#page1.tif        source=223310_325071_Executed_Assignment#page2.tif</p>											

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## ASSIGNMENT

We,

(1) Hongxia Zhou, of Ann Arbor, MI, USA; and

(2) George W. Adamson, of Camarillo, CA, USA,

for good and valuable consideration, receipt of which is hereby acknowledged, have assigned, sold and transferred to, by virtue of our agreement with ZPower, Inc. and do hereby assign, sell and transfer to, ZPower, Inc., a corporation organized and existing under the laws of the State of California and having an office and a place of business at 4765 Calle Quetzal, Camarillo, CA 93012, its successors and assigns, all hereinafter referred to as the ASSIGNEE:

(1) the entire right, title and interest in the United States and in all countries throughout the world in and to any and all of my/our inventions, and discoveries disclosed in:

(a) the application for United States Letters Patent entitled: Novel Electrodes and Rechargeable Batteries, and filed in the United States Patent and Trademark Office on April 30, 2012 , under Application Number 13/504,986 <sup>1</sup>, including any renewals, revivals, reissues, reexaminations, extensions, continuations, and divisions thereof, and any substitute applications therefor, and/or

(b) the International Patent Application entitled: Novel Electrodes and Rechargeable Batteries, filed under the Patent Cooperation Treaty in the United States Receiving Office on November 3, 2010, under Application No. PCT/US2010/55204, and designating all countries, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof, and any substitute applications therefor;

(2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the election of the ASSIGNEE or its designee, on the aforesaid inventions, discoveries and applications in the United States and in any other country of the world;

(3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any other country of the world, and in and to any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof; and

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<sup>1</sup> We authorize and request ASSIGNEE to insert the filing date and/or application number of said application when known.

(4) the entire right, title and interest in and to all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications including, but not limited to, the following priority application(s):

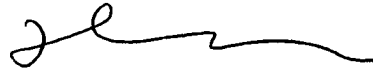
61/257,576	US	November 3, 2009
61/295,882	US	January 18, 2010
Application No.	Country	Filing Date

and all rights of priority in any country of the world deriving from the above-identified International Patent Application.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries or applications, and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.



(1) Hongxia Zhou

Date: 02/19/2011

STATE OF MICHIGAN )  
COUNTY OF WASHTENAW ) SS.

On this 19 day of Feb, 2011, before me, the undersigned notary public, personally appeared Hongxia Zhou, proved to me through satisfactory evidence of identification which was/were: ☐ personal knowledge of identity, ☒ a driver's license, ☐ other (please identify) \_\_\_\_\_, to be the person whose name is signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



Notary Public

My Commission Expires: 04.02.2013



George W. Adamson

(2) George W. Adamson

Date: 2 March 2011

State of California

County of VENTURA)

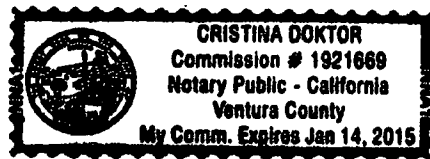
On March 2, 2011 before me, CRISTINA DOKTOR  
(insert name and title of the officer)

personally appeared George W. Adamson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 Cristina Doktor (Seal)



ACKNOWLEDGMENT OF ASSIGNEE

By: George W. Adamson  
George W. Adamson  
Vice President of Production Development  
ZPOWER, INC.

Date: 2 Mar 2011

State of California

County of VENTURA

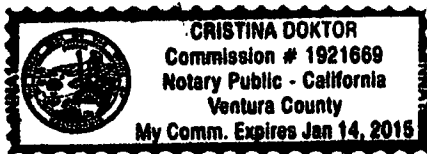
On March 2, 2011 before me, CRISTINA DOKTOR  
(insert name and title of the officer)

personally appeared George W. Adamson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 Cristina Doktor (Seal)



# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ZPOWER, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "ZPOWER, LLC" UNDER THE NAME OF "ZPOWER, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF APRIL, A.D. 2011, AT 1:34 O'CLOCK P.M.

4882566 8100M

110370027

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8665600

DATE: 04-01-11

PATENT  
REEL: 029725 FRAME: 0424



**CERTIFICATE OF MERGER OF**

**ZPOWER, INC.**  
a California corporation

**INTO**  
**ZPOWER, LLC**  
a Delaware limited liability company

ZPower, LLC, a limited liability company organized and existing under and by virtue of the Delaware General Corporation Law, as amended (the "DGCL"), does hereby certify that:

**FIRST:** The name and state of incorporation or formation of each of the constituent entities participating in the merger herein certified is as follows:

<u>Name and Type of Entity</u>	<u>State of Incorporation or Formation</u>
ZPower, Inc. ("ZPower CA")	California
ZPower, LLC ("ZPower DE")	Delaware

**SECOND:** An Agreement and Plan of Merger, dated as of March 31, 2011 (the "Merger Agreement"), by and between ZPower CA and ZPower DE, has been approved, adopted, certified, executed and acknowledged by each of the aforementioned constituent entities in accordance with Section 18-209 of the DGCL and Section 1113(j) of the California Corporations Code.

**THIRD:** The name of the surviving limited liability company in the merger is ZPower, LLC, a Delaware limited liability company.

**FOURTH:** The merger shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

**FIFTH:** The executed Merger Agreement is on file at the office of the surviving entity, located at 4765 Calle Quetzal, Camarillo, CA 93012.


**SIXTH:** A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the surviving limited liability company, or any stockholder of ZPower CA.

[Remainder of the Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Certificate of Merger is hereby executed by an authorized person (within the meaning of the DGCL) of the surviving limited liability company, ZPower, LLC

Dated as of March 31, 2011.

**ZPower, LLC**  
a Delaware limited liability company



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Ross Dueber  
*President and Chief Executive Officer*

CERTIFICATE OF MERGER

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