

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ZettaCore Holdings, LLC	06/30/2011
RECEIVING PARTY DATA	
Name:	ZettaCore Ionic Liquid, Inc.
Street Address:	1455 Adams Drive
Internal Address:	Suite 1630
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	12501913
Application Number:	12501946
Application Number:	12502078
Application Number:	12502113
Application Number:	12502152
CORRESPONDENCE DATA	
Fax Number:	6503207701
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 320-7700
Email:	PatentSV@nixonpeabody.com
Correspondent Name:	Maria S. Swiatek
Address Line 1:	P.O. Box 60610
Address Line 4:	Palo Alto, CALIFORNIA 94306
ATTORNEY DOCKET NUMBER:	057472-001

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PATENT
 REEL: 030308 FRAME: 0422

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NAME OF SUBMITTER:	Maria S. Swiatek
Signature:	/Maria S. Swiatek/
Date:	04/29/2013
<p>Total Attachments: 8 source=AS_2#page1.tif source=AS_2#page2.tif source=AS_2#page3.tif source=AS_2#page4.tif source=AS_2#page5.tif source=AS_2#page6.tif source=AS_2#page7.tif source=AS_2#page8.tif</p>	

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (the "*Agreement*") is entered into by and between ZettaCore Holdings, LLC, a Delaware limited liability company (the "*Company*"), and each of ZettaCore 2000, Inc., a Delaware corporation ("*ZC 2000*"), ZettaCore 3000, Inc., a Delaware corporation ("*ZC 3000*"), ZettaCore Ionic Liquid, Inc., a Delaware corporation ("*ZC Ionic Liquid*"), ZettaCore Memory, Inc., a Delaware corporation ("*ZC Memory*") ZettaCore IP, Inc., a Delaware corporation ("*ZC IP*"), and ZettaCore Operating Co., Inc. ("*ZC Operating Co.*"), as of June 30, 2011 (the "*Contribution Date*"). ZC 2000, ZC 3000, ZC Ionic Liquid, ZC Memory and ZC IP are each an "*LLC Subsidiary*", and collectively, the "*LLC Subsidiaries*").

RECITALS

WHEREAS, the Company was formed on June 28, 2011 as a wholly owned subsidiary of ZettaCore, Inc., a Delaware corporation ("*ZC, Inc.*") in connection with the Plan of Liquidation and Dissolution adopted by the Board and stockholders of ZC, Inc.;

WHEREAS, ZC, Inc. sold substantially all of its assets to Atotech Deutschland GmbH, a German company with limited liability and Atotech USA, Inc., a Delaware corporation and transferred its remaining assets (the "*Retained Assets*") and assigned all pertinent agreements related to the Retained Assets (the "*Assigned Agreements*") to the Company;

WHEREAS, immediately after contribution of the Retained Assets and the Assigned Agreements to the Company, ZC, Inc. distributed all of its membership interests in the Company to the preferred stockholders of ZC, Inc.;

WHEREAS, the Company is the sole stockholder of each of ZC 2000, ZC 3000, ZC Ionic Liquid, ZC Memory, ZC IP and ZC Operating Co.;

WHEREAS, the Company desires to contribute the Retained Assets and assign the Assigned Agreements to each of ZC 2000, ZC 3000, ZC Ionic Liquid, ZC Memory, ZC IP and ZC Operating Co. as set forth in Schedule A, Schedule B, Schedule C, Schedule D, Schedule E and Schedule F, respectively, attached hereto, and each of ZC 2000, ZC 3000, ZC Ionic Liquid, ZC Memory, ZC IP and ZC Operating Co. desires to accept such contribution and assume all of the Company's rights and obligations with respect to the Retained Assets and the Assigned Agreements contributed and assigned to each of them (the "*Contribution*") on the terms and conditions set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to evidence the contribution of the Retained Assets and assignment of Assigned Agreements.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants, agreements, undertakings and obligations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. *Contribution of Assets.*

(a) Contribution of Retained Assets and Assigned Agreements.

(i) Subject to Section 1(c), the Company does hereby, effective from and after the Contribution Date, contribute, convey, assign, transfer and deliver to ZC 2000, the Company's entire right, title and interest in and to (x) the Retained Assets listed under the heading "Contributed Assets" set forth on Schedule A attached hereto (the "*ZC 2000 Assets*"), (y) the Assigned Agreements listed under the heading "Assigned Agreements" on Schedule A attached hereto (the "*ZC 2000 Agreements*"), and (z) all rights of every kind and nature, real or personal, tangible or intangible, together with the goodwill and the business appurtenant thereto, relating to the ZC 2000 Assets held by the Company (collectively, the "*ZC 2000 Transferred Assets*"). For the avoidance of doubt, the ZC 2000 Transferred Assets includes the assignment from the Company to ZC 2000 of each ZC 2000 Assigned Agreement.

(ii) Subject to Section 1(c), the Company does hereby, effective from and after the Contribution Date, contribute, convey, assign, transfer and deliver to ZC 3000, the Company's entire right, title and interest in and to (x) the Retained Assets listed under the heading "Contributed Assets" set forth on Schedule B attached hereto (the "*ZC 3000 Assets*"), (y) the Assigned Agreements listed under the heading "Assigned Agreements" on Schedule B attached hereto (the "*ZC 3000 Agreements*"), and (z) all rights of every kind and nature, real or personal, tangible or intangible, together with the goodwill and the business appurtenant thereto relating to the ZC 3000 Assets held by the Company (collectively, the "*ZC 3000 Transferred Assets*"). For the avoidance of doubt, the ZC 3000 Transferred Assets includes the assignment from the Company to ZC 3000 of each ZC 3000 Assigned Agreement.

(iii) Subject to Section 1(c), the Company does hereby, effective from and after the Contribution Date, contribute, convey, assign, transfer and deliver to ZC Ionic Liquid, the Company's entire right, title and interest in and to (x) the Retained Assets listed under the heading "Contributed Assets" set forth on Schedule C attached hereto (the "*ZC Ionic Liquid Assets*"), (y) the Assigned Agreements listed under the heading "Assigned Agreements" on Schedule C attached hereto (the "*ZC Ionic Liquid Agreements*"), and (z) all rights of every kind and nature, real or personal, tangible or intangible, together with the goodwill and the business appurtenant thereto relating to the ZC Ionic Liquid Assets held by the Company (collectively, the "*ZC Ionic Liquid Transferred Assets*"). For the avoidance of doubt, the ZC Ionic Liquid Transferred Assets includes the assignment from the Company to ZC Ionic Liquid of each ZC Ionic Liquid Assigned Agreement.

(iv) Subject to Section 1(c), the Company does hereby, effective from and after the Contribution Date, contribute, convey, assign, transfer and deliver to ZC Memory, the Company's entire right, title and interest in and to (x) the Retained Assets listed under the heading "Contributed Assets" set forth on Schedule D attached hereto (the "*ZC Memory Assets*"), (y) the Assigned Agreements listed under the heading "Assigned Agreements" on Schedule D attached hereto (the "*ZC Memory Agreements*"), and (z) all rights of every kind and

nature, real or personal, tangible or intangible, together with the goodwill and the business appurtenant thereto relating to the ZC Memory Assets held by the Company (collectively, the "**ZC Memory Transferred Assets**"). For the avoidance of doubt, the ZC Memory Transferred Assets includes the assignment from the Company to ZC Memory of each ZC Memory Assigned Agreement.

(v) Subject to Section 1(c), the Company does hereby, effective from and after the Contribution Date, contribute, convey, assign, transfer and deliver to ZC IP, the Company's entire right, title and interest in and to (x) the Retained Assets listed under the heading "Contributed Assets" set forth on Schedule E attached hereto (the "**ZC IP Assets**"), (y) the Assigned Agreements listed under the heading "Assigned Agreements" on Schedule E attached hereto (the "**ZC IP Agreements**"), and (z) all rights of every kind and nature, real or personal, tangible or intangible, together with the goodwill and the business appurtenant thereto relating to the ZC IP Assets held by the Company (collectively, the "**ZC IP Transferred Assets**"). For the avoidance of doubt, the ZC IP Transferred Assets includes the assignment from the Company to ZC IP of each ZC IP Assigned Agreement

(vi) Subject to Section 1(c), the Company does hereby, effective from and after the Contribution Date, contribute, convey, assign, transfer and deliver to ZC Operating Co., the Company's entire right, title and interest in and to (x) the Retained Assets listed under the heading "Contributed Assets" set forth on Schedule F attached hereto (the "**ZC Operating Co. Assets**"), (y) the Assigned Agreements listed under the heading "Assigned Agreements" on Schedule F attached hereto (the "**ZC Operating Co. Agreements**"), and (z) all rights of every kind and nature, real or personal, tangible or intangible, together with the goodwill and the business appurtenant thereto relating to the ZC Operating Co. Assets held by the Company (collectively, the "**ZC Operating Co. Transferred Assets**"). For the avoidance of doubt, the ZC Operating Co. Transferred Assets includes the assignment from the Company to ZC Operating Co. of each ZC Operating Co. Assigned Agreement.

(b) Assumption of Obligations.

(i) ZC 2000 hereby accepts and assumes all of the Company's right, title, interest in and obligations with respect to the ZC 2000 Transferred Assets. The Company shall transfer to ZC 2000, and ZC 2000 shall assume, each ZC 2000 Assigned Agreement, and any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by the Company, whether accrued, absolute, contingent, matured or unmatured with respect to the ZC 2000 Transferred Assets.

(ii) ZC 3000 hereby accepts and assumes all of the Company's right, title, interest in and obligations with respect to the ZC 3000 Transferred Assets. The Company shall transfer to ZC 3000, and ZC 3000 shall assume, each ZC 3000 Assigned Agreement, and any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by the Company, whether accrued, absolute, contingent, matured or unmatured with respect to the ZC 3000 Transferred Assets.

(iii) ZC Ionic Liquid hereby accepts and assumes all of the Company's right, title, interest in and obligations with respect to the ZC Ionic Liquid Transferred Assets. The Company shall transfer to ZC Ionic Liquid, and ZC Ionic Liquid shall assume, each ZC Ionic Liquid Assigned Agreement, and any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by the Company, whether accrued, absolute, contingent, matured or unmatured with respect to the ZC Ionic Liquid Transferred Assets.

(iv) ZC Memory hereby accepts and assumes all of the Company's right, title, interest in and obligations with respect to the ZC Memory Transferred Assets. The Company shall transfer to ZC Memory, and ZC Memory shall assume, each ZC Memory Assigned Agreement, and any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by the Company, whether accrued, absolute, contingent, matured or unmatured with respect to the ZC Memory Transferred Assets.

(v) ZC IP hereby accepts and assumes all of the Company's right, title, interest in and obligations with respect to the ZC IP Transferred Assets. The Company shall transfer to ZC IP, and ZC IP shall assume, each ZC IP Assigned Agreement, and any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by the Company, whether accrued, absolute, contingent, matured or unmatured with respect to the ZC IP Transferred Assets.

(vi) ZC Operating Co. hereby accepts and assumes all of the Company's right, title, interest in and obligations with respect to the ZC Operating Co. Transferred Assets. The Company shall transfer to ZC Operating Co., and ZC Operating Co. shall assume, each ZC Operating Co. Assigned Agreement, and any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by the Company, whether accrued, absolute, contingent, matured or unmatured with respect to the ZC Operating Co. Transferred Assets.

(c) Obligation to Assign. To the extent any Assigned Agreement by its terms requires consent to the assignment contemplated by this Agreement, the Company shall take commercially reasonable actions to diligently procure such consent, and promptly following the procurement of such consent, assign all of the Company's rights and obligations under such Assigned Agreement to the applicable LLC Subsidiary. In the event that consent cannot be obtained through commercially reasonable means, the Company agrees to enter into further agreements with the requisite LLC Subsidiary to enable such LLC Subsidiary to avail itself of the rights and obligations pursuant to any such Assigned Agreement that cannot be assigned.

(d) Taxes. The Company shall be responsible for and shall pay when due any sales, use, value-added, gross receipts, excise, registration, stamp duty, transfer or other similar taxes or governmental fees (including any interest or penalties related thereto) that may be payable in connection with the Contribution.

2. *Representations of the Company.* The Company represents and warrants to each LLC Subsidiary that, as of the Contribution Date:

(a) All corporate action on the part of the Company and its members necessary for the authorization, execution and delivery of this Agreement by the Company and the performance of all of the Company's obligations under this Agreement has been taken;

(b) Subject to Section 1(c), the Company has good and marketable title to each of the assets and agreements comprising the Contribution; and

(c) To the Company's knowledge, the Company is not in violation of any term or provision of any of the Assigned Agreements necessary in order to effect the Contribution.

3. *Miscellaneous.*

(a) *Applicable Law.* THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICT OF LAWS RULES.

(b) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute one and the same instrument. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

(c) *Waiver.* No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any covenants or agreements contained herein. No failure to exercise and no delay in exercising any right, power or privilege of a party hereunder shall operate as a waiver or consent to the modification of the terms hereof unless given by the party in writing. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach.

(d) *Modification or Amendment.* This Agreement may be modified or amended only by written agreement executed and delivered by the party against which enforcement of such modification or amendment is sought. Any such modification or amendment shall be binding on such party.

(e) *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives.

(f) *Further Assurances.* Each party hereto shall execute and deliver, or cause to be delivered, to each other party hereto such instruments and other documents, and shall take such other actions as such party may reasonably request for the purpose of carrying out or evidencing any of the transactions.

(g) *Headings.* The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation hereof.

(h) *Severability.* If any provision set forth in this Agreement is determined by a court of competent jurisdiction to be unenforceable by reason of its being too extensive in any respect, such provision shall be interpreted to have the broadest application as shall be enforceable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the validity of the other provisions hereof, which shall continue in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement as of the day and year first above written.

COMPANY:

ZettaCore Holdings, LLC

By: Subodh C. Toprani
Name: Subodh Toprani
Title: Chief Executive Officer

LLC SUBSIDIARIES:

ZettaCore 2000, Inc.

ZettaCore 3000, Inc.

By: Subodh C. Toprani
Name: Subodh Toprani
Title: Chief Executive Officer

By: Subodh C. Toprani
Name: Subodh Toprani
Title: Chief Executive Officer

ZettaCore Ionic Liquid, Inc.

ZettaCore Memory, Inc.

By: Subodh C. Toprani
Name: Subodh Toprani
Title: Chief Executive Officer

By: Subodh C. Toprani
Name: Subodh Toprani
Title: Chief Executive Officer

ZettaCore IP, Inc.

ZettaCore Operating Co., Inc.

By: Subodh C. Toprani
Name: Subodh Toprani
Title: Chief Executive Officer

By: Subodh C. Toprani
Name: Subodh Toprani
Title: Chief Executive Officer

Signature Page to Contribution Agreement

SCHEDULE C

ZC IONIC LIQUID TRANSFERRED ASSETS

Contributed Assets

- ZettaCore Ionic Liquid Patents (collectively, the “*Existing Ionic Liquid Patents*”)
 - Phosphonium Ionic Liquids, Compositions, Methods of Making and Devices Formed Therefrom, United States Provisional, S/N 61/080,650, filed July 14, 2008
 - Phosphonium Ionic Liquids, Compositions, Methods of Making and Devices Formed Therefrom, United States S/N 12/501,946, filed July 13, 2009
 - Phosphonium Ionic Liquids, Compositions, Methods of Making and Devices Formed Therefrom, United States S/N 12/501,913, filed July 13, 2009
 - Phosphonium Ionic Liquids, Compositions, Methods of Making and Devices Formed Therefrom, United States S/N 12/502,078, filed July 13, 2009
 - Phosphonium Ionic Liquids, Compositions, Methods of Making and Devices Formed Therefrom, United States S/N 12/502,113, filed July 13, 2009
 - Phosphonium Ionic Liquids, Compositions, Methods of Making and Devices Formed Therefrom, United States S/N 12/502,152, filed July 13, 2009
 - Phosphonium Ionic Liquids, Compositions, Methods of Making and Devices Formed Therefrom, Taiwan, filed July 13, 2009
 - Phosphonium Ionic Liquids, Compositions, Methods of Making and Devices Formed Therefrom, PCT, WO2009US50475, filed July 14, 2009
- ZettaCore Ionic SNP Patents (collectively, the “*Existing Ionic SNP Patents*”)
 - Ionic Liquid/Nanoparticle Network, United States Provisional S/N 60/888,632, filed February 7, 2007
 - Ionic Liquid/Nanoparticle Network, United States S/N 12/027,924, filed February 7, 2008
- Any foreign counterparts of the Existing Ionic Liquid Patents and the Existing Ionic SNP Patents
- Any continuations, divisionals, continuations-in-part, or reissues or reexaminations of the Existing Ionic Liquid Patents and the Existing Ionic SNP Patents, including any other patent right claiming priority to or from any of the foregoing (collectively, with the foregoing, the “*Ionic Liquid and SNP Patents*”)
- All patent assignments from employees to ZC, Inc. for intellectual property related to the Ionic Liquid and SNP Patents

Assigned Agreements

None.