## 502516281 10/01/2013

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Jeff Qiang Xu	09/27/2013

## **RECEIVING PARTY DATA**

Name:	Southwest Research Institute	
Street Address:	6220 Culebra Road	
City:	San Antonio	
State/Country:	TEXAS	
Postal Code:	78238-5166	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14015249

## CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	3604
NAME OF SUBMITTER:	Shirley E. McDonald
Signature:	/Shirley E. McDonald/
Date:	10/01/2013

## Total Attachments: 3

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# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

 In Re Application of
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 Jeff Qiang Xu
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 Serial No.: 14/015,249
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 Filed: August 30, 2013
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 Action: Assignment

Title: Dynamic Formation Protocol for Lithium-Ion Battery

TO: Commissioner of Patents and Trademarks Alexandria, VA 22313

WHEREAS, I, JEFF QIANG XU, a citizen of Canada, residing at 318 Joshua Way, San Antonio, Bexar County, Texas, have invented new and useful improvements in *DYNAMIC FORMATION PROTOCOL FOR LITHIUM-ION BATTERY* for which I have executed an application for Letters Patent which was filed on August 30, 2013;

WHEREAS, I represent and warrant that I am the sole owner of said invention and application for Letters Patent; and,

WHEREAS, SOUTHWEST RESEARCH INSTITUTE, hereinafter called "ASSIGNEE," a Texas corporation having its principal office at 6220 Culebra Road, San Antonio, Bexar County, Texas 78238-5166, is desirous of acquiring my right, title and interest in and to the said application and the invention therein described and claimed and any Letters Patent that may be issued upon said application or for the invention therein contained;

NOW, THEREFORE, for and in consideration of the sum of Sixty-Five Dollars (\$65.00) lawful money of the United States, and other valuable consideration, the receipt and sufficiency whereof I hereby acknowledge, I, the said JEFF QIANG XU, have sold, assigned and transferred and do hereby sell, assign and transfer unto the said ASSIGNEE, its successors and assigns, my entire right, title and interest in and to (a) said invention and worldwide rights therein, including the right to claim the priority date of said application and all other rights arising under the International Convention for the Protection of Industrial Property; (b) said application, including all divisions, continuations, continuations-in-part and substitutions thereof; and (c) all United States and foreign patents which shall issue on said invention, including all reissues, renewals, divisions and extensions

thereof, for the United States, its territories and possessions and all foreign countries, including the right to file applications for Letters Patent on said invention in any and all foreign countries, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by me, had this Assignment and sale not been made.

I request that any and all such Letters Patent for said invention be issued to ASSIGNEE, its successors, assigns and legal representatives, or to such nominees as it may designate.

I covenant and agree that I and my executors or administrators will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and perform all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this Assignment.

ASSIGNOR further covenants with ASSIGNEE that the rights and property herein conveyed are free and clear of any encumbrances, and that ASSIGNOR has the full right to convey the same as herein expressed.

IN TESTIMONY WHEREOF, I have duly executed this Assignment on the date indicated below.

> Jeff Qiang Xu  $\frac{9/27/20/3}{\text{Date}}$

STATE OF TEXAS

COUNTY OF BEXAR

**RECORDED: 10/01/2013** 

BEFORE ME, the undersigned authority, on this day personally appeared JEFF QIANG XU, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 27th day of September, 2013.

SHIRLEY E. McDONALD

Notary Public State of Texas

Notary Public, State of Texas SHIRLEY E. McDONALD Natury Public State of Texas My Commission Expires APRILS, 2017