

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
2S VENTURES, LLC	11/20/2013
RECEIVING PARTY DATA	
Name:	MOTO BOOST TECHNOLOGIES, LLC
Street Address:	117 E COLARADO BLVD. SUITE 460
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91105
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11561866
CORRESPONDENCE DATA	
Fax Number:	
Phone:	6264051413
Email:	docketing@cotmanip.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	DANIEL COTMAN
Address Line 1:	117 E COLARADO BLVD.
Address Line 2:	SUITE 460
Address Line 4:	PASADENA, CALIFORNIA 91105
ATTORNEY DOCKET NUMBER:	1104-P001001
NAME OF SUBMITTER:	VIVEK RAMACHANDRAN
Signature:	/Vivek Ramachandran/
Date:	11/20/2013

OP \$40.00 11561866

Total Attachments: 4

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**PATENT RIGHTS ASSIGNMENT BETWEEN  
2S VENTURES, LLC and MOTO BOOST TECHNOLOGIES, LLC**

THIS ASSIGNMENT ("Agreement"), effective as of October 16 2012 ("Effective Date"), is made and entered into by and between 2S Ventures, LLC, ("ASSIGNOR"), an entity existing under the laws of the state of Oregon and having a principal place of business at 117 East Colorado Blvd., Suite 460 Pasadena, CA 91105 and Moto Boost Technologies, LLC, an entity existing under the laws of state of California and having a principal place of business at 117 East Colorado Blvd., Suite 460 Pasadena, CA 91105 ("ASSIGNEE") (Both collectively "Parties").

WHEREAS, ASSIGNOR owns 50% of the right, title and interest in and to:

- (1) U.S. Provisional Application No. 60/738,329 entitled "METHOD AND APPARATUS FOR UTILIZING USED BATTERIES TO SURFACE CHARGE AN AUTOMOBILE BATTERY" filed on November 18, 2005;
- (2) U.S. Patent No. 7,573,230 entitled "METHOD AND APPARATUS FOR UTILIZING USED BATTERIES TO SURFACE CHARGE AN AUTOMOBILE BATTERY", filed on November 20, 2006 and issued on August 11, 2009;
- (3) U.S. Patent No. 8,456,130 entitled "METHOD AND APPARATUS FOR UTILIZING USED BATTERIES TO SURFACE CHARGE AN AUTOMOBILE BATTERY" filed on July 2, 2009 and issued on June 4, 2013;
- (4) European Patent Application No. 06 839 974.0 entitled "METHOD AND APPARATUS FOR UTILIZING USED BATTERIES TO SURFACE CHARGE AN AUTOMOBILE BATTERY" filed on June 18, 2008; and
- (5) PCT Application No. PCT/US2006/061123 entitled "METHOD AND APPARATUS FOR UTILIZING USED BATTERIES TO SURFACE CHARGE AN AUTOMOBILE BATTERY" filed on November 30, 2006;
- (6) U.S. Design Patent No. D625,686 entitled "PORTABLE JUMPSTART DEVICE" filed on August 19, 2009 and issued on October 19, 2010;
- (7) All rights of priority resulting from the patents and patent applications set forth in preceding paragraphs (1), (2), (3), (4), (5), and (6);
- (8) U.S. Continuation Application No. 13/868,962 entitled "A BATTERY CHARGING APPARATUS" filed on April 23, 2013;
- (9) U.S. Continuation Application No. \_\_\_\_\_ entitled "A BATTERY CHARGING APPARATUS" filed on \_\_\_\_\_; and
- (10) U.S. Continuation In-Part Application No. \_\_\_\_\_ entitled "METHOD AND APPARATUS FOR UTILIZING USED BATTERIES TO SURFACE CHARGE AN AUTOMOBILE BATTERY" filed on \_\_\_\_\_.

The aforementioned patents and patent application identified above in paragraphs (1), (2), (3), (4), (5), (6), (7) (8), (9) and (10) are collectively referred to hereinafter as "Patent Rights".

WHEREAS, the ASSIGNOR desires to transfer and hereby does transfer its entire 50% ownership interest in the Patent Rights to ASSIGNEE and ASSIGNEE is desirous of acquiring this ownership interest in and to the Patent Rights and all rights of priority resulting therefrom from the ASSIGNOR(S).

NOW THEREFORE, for consideration the adequacy and receipt of which is hereby acknowledged, and other good and valuable consideration, the Parties agree as follows:

- i. Effect of Recitals. The recitals and definitions set forth herein are a binding part of this Agreement.
- ii. Assignment of Ownership Interest.
  - a. Assignment Right. ASSIGNOR hereby irrevocably sells, transfers, and assigns the

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entire fifty percent (50%) ownership interest in and to all right, title and interest in the Patent Rights ("Assignment Right").

- b. **Additional Rights.** The Assignment Right set forth in this Agreement includes an entire fifty percent ownership interest in any causes of action involving the Patent Rights and includes the right to collect damages recoverable thereon, the right to sue for infringement of any patents issuing from the Patent Rights and to collect damages including the right to sue for past infringements of the Patent Rights.
- c. **Priority Rights.** The Assignment Right further includes an entire fifty percent ownership interest in all continuing, continuations-in-part, divisional, improvement, substitute, renewal, reissue, re-examined and all other applications for letters patent which have been or shall be filed in the United States and all foreign countries based on the Patent Rights or taking priority from any of the Patent Rights. The Assignment Right also includes an entire fifty percent ownership interest in all original, reissued or re-examined patents which have been or shall be issued in the United States and all foreign countries covering said Patent Rights; and in and to all rights of priority resulting from the filing of patent applications containing the Patent Rights.
- III. **Authorization to USPTO Director.** ASSIGNOR hereby authorizes and requests that the Director of the U.S. Patent and Trademark Office and all foreign Patent Offices issue patents for the subject matter assigned herein to both ASSIGNEE and ASSIGNOR for the full benefit of each to the full end of the term for which Patent Right may be granted as fully and entirely as the same would have been held individually by ASSIGNOR had this assignment and sale not been made.
- IV. **Limited Power of Attorney.** In the event ASSIGNEE is unable, after reasonable effort, to secure ASSIGNORS' signatures on any documents relating to protection or maintenance of the Patent Rights or applications directed to the Patent Rights, whether because of ASSIGNORS' physical or mental incapacity or for any other reason, ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE and its duly authorized officers and agents as their agent and attorney-in-fact, to act for and on their behalf to execute and file any application(s) seeking to preserve the Patent Rights and to do all other lawfully permitted acts to further the prosecution, issuance, and maintenance of the Patent Rights or improvements thereof with the same legal force and effect as if personally executed by ASSIGNOR.

V. **Miscellaneous.**

- a. **No Encumbrances by Assignor.** ASSIGNOR hereby covenants, warrants and represents to ASSIGNEE, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting ownership rights of the Patent Rights conveyed herein has been made to another by the undersigned and that the full right to convey ownership as herein expressed is possessed by ASSIGNOR free and clear of all liens, pledges, charges and encumbrances. ASSIGNOR further covenants, warrants and represents that ASSIGNOR shall not take out any liens, pledges, charges or encumbrances without ASSIGNEE'S written permission and that any such liens, pledges, charges or encumbrances taken without written permission shall be null and void.
- b. **Modifications.** Without limiting the generality of the foregoing Section IV. In Paragraphs (9) and (10), in the event that further continuation or continuation-in-part applications incorporating the Patent Rights are filed, ASSIGNOR grants to ASSIGNEE and ASSIGNEE'S agents, heirs and legal representatives the right to modify paragraphs (9) and (10) of this Agreement to indicate the filing date and serial number assigned to any

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patent application directed to the Patent Rights. Such modified version of this Agreement shall be given the full binding effect as if executed herewith. Other than the aforementioned modification, No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by both Parties.

- c. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument, it being understood that all Parties need not sign the same counterpart.
- d. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral.
- e. Section Headings. The section headings in this Agreement are for convenience only and do not affect in any way the meaning or interpretation of this Agreement.
- f. Choice of Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state of California, without giving effect to any choice or conflict or law provision or rule. Any lawsuit relating to this Agreement shall be in the state or federal courts of California and the Parties agree to submit to the personal jurisdiction of these courts solely for purposes of any such action.
- g. Independent Parties. It is understood and accepted between the Parties that both are independent parties and no legal agency, legal partnership, joint venture, or other legal form is created by this Agreement. The Parties acknowledge this Agreement results from a negotiated transaction and that each party had the full and fair opportunity to seek legal counsel and did seek such counsel if desired.
- h. No Waiver. No waiver by a party of any default hereunder shall be effective unless in writing, and any such waiver shall not extend to any prior or subsequent default of the same or any other provision. No failure, delay, or omission by either Party in exercising any power, right, or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege.
- i. Severability. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired and where a court or other tribunal or proper jurisdiction has held such a provision of this Agreement to be invalid, illegal, or unenforceable, the Parties shall make their best efforts to mutually agree on a new replacement, to the extent feasible, equivalent provision in regard to the same subject.
- j. Electronic Signatures. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or electronic copy of the signature paper were an original thereof.

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PATENT RIGHTS ASSIGNMENT BETWEEN  
2S VENTURES, LLC and MOTO BOOST TECHNOLOGIES, LLC

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Accepted and Agreed to by the Parties:

2S Ventures, LLC ("ASSIGNOR")

Name: [Signature] Date: 11/20/13

Title: Manager

Moto Boost Technologies, LLC ("ASSIGNEE")

Name: [Signature] Date: 11/14/13

Title: Manager