

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2991170

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ANDREW F KALLFELZ	08/20/2014
RECEIVING PARTY DATA		
Name:	BATTERY TECHNOLOGY HOLDINGS, LLC	
Street Address:	38 BELLEVUE AVE, SUITE H	
City:	NEWPORT	
State/Country:	RHODE ISLAND	
Postal Code:	02840	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7928735
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	4014473033	
Email:	akallfelz@gmail.com	
Correspondent Name:	ANDREW KALLFELZ	
Address Line 1:	56 GREEN LANE	
Address Line 4:	JAMESTOWN, RHODE ISLAND 02835	
NAME OF SUBMITTER:	ANDREW F KALLFELZ	
SIGNATURE:	//Andrew F Kallfelz//	
DATE SIGNED:	08/21/2014	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		
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Patent Assignment

Effective Date 19 Aug 2014

By and between Andrew F Kallfelz ("Assignor"), 56 Green Lane, Jamestown RI

and Battery Technology Holdings, LLC. ("[Company]"), a
Rhode Island Corporation,

located at 38 Bellevue Avenue, Suite H, Newport RI 02840

1. General

The Assignor has been issued United States Patent number 7,928,735 B2, covering an Invention titled 'Battery performance monitor' (the "Invention").

[Company] wishes to acquire for the duration of the term for which the Patent is or may be granted, for its sole use and benefit, and for the use and benefit of its legal representatives, the full and exclusive right, title and interest in and to the Patent in the United States and any foreign countries which have or may grant a corresponding Patent.

2. Assignment

For good and valuable consideration, receipt of which is acknowledged, the Assignor sells, assigns and transfers to the [Company], and its successors and assigns, the entire title, interest and right, including the right of priority, in, to and under the Patent and Invention.

The Assignor agrees promptly upon request of the [Company], its heirs, successors or assigns, to communicate any facts known to it respecting the Patent and the Invention set forth therein, and to execute and deliver without further compensation any power of attorney, Assignment, application, whether original, continuation, divisional or reissue, or other papers that may be necessary or fully desirable to secure to the [Company], its heirs, successors and assigns, the Inventions and any of them described in said application and all Patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of interference proceedings involving said Inventions and in the adjudication and re-examination of said Letters Patent, provided the expenses that may be incurred by the Assignors in lending such cooperation and assistance be paid by the [Company].

3. Representations & Warranties

The Invention and the Patent covering the Invention for which the Patent was issued is the sole property of the Assignor and, except as disclosed to [Company] in this Assignment, no lien, mortgage, security interest, or other encumbrance against the Invention or Patent exists.

No share, interest, Assignment, or other right to any or all of the Invention, or the Patent covering the Invention, has been transferred, assigned, or granted to any other party.

4. General Provisions

4.1 Independent Contractors. The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

4.2 Publicity. Neither party will make any public announcement or issue any press release concerning the terms of this Agreement without the prior approval of both parties.

4.4 Governing Law & Jurisdiction. This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Rhode Island, without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of Rhode Island. Each party hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth in the preamble of this Agreement, such service to become effective thirty (30) days after such mailing.

4.5 Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

4.6 All Amendments in Writing. No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement.

4.7 Notices. Any notice required or permitted by this Agreement shall be deemed given if sent by registered mail, postage prepaid with return receipt requested, addressed to the other party at the address set forth in the preamble of this Agreement or at such other address for which such party gives notice hereunder. Delivery shall be deemed effective three (3) days after deposit with postal authorities.

4.8 Costs of Legal Action. In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.

4.9 Inadequate Legal Remedy. Both parties understand and acknowledge that violation of their respective covenants and Agreements may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in law or in equity.

4.10 Arbitration. Any dispute relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in Newport County, Rhode Island in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state or federal court

having jurisdiction. Both parties intend that this Agreement to arbitrate be irrevocable.

4.11 Delay is Not a Waiver. No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.

4.12 Effect on Heirs & Successors. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs devisees, legatees, executors, administrators, trustees, successors, and [Company]s of the parties to this Assignment.

4.13 Severability. If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

4.14 Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative upon all other rights and remedies described in this section and allowed under applicable law.

4.15 Headings. The titles and headings of the various sections and sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.

4.16 Counterparts. This Agreement may be executed in multiple counterparts, any one of which will be considered an original, but all of which will constitute one and the same instrument.

4.17 Survival of Certain Provisions. The warranties and the indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

[Company]

Assignors

Andrew Kalifetz

Andrew Kalifetz

[Printed Name of Company Representative]

Assignor Name

Signature

Signature

MEMBER

Title

Acknowledgment

State of Rhode Island

County of: Newport

On August 20, 2014 before me [*Cheryl A. Fernstrom, Notary*], personally appeared *Andrew F Kallfelz* (personally known to me or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal:

Cheryl A. Fernstrom
(signature)

(seal)

CHERYL A. FERNSTROM
NOTARY PUBLIC-RHODE ISLAND
ID #758554
MY COMMISSION EXPIRES 07/01/2018