

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT3050362

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID J. BRADWELL	07/15/2014
ALEX T. VAI	06/03/2014
TOM KINNEY	07/11/2014
SEAN THERIAULT	07/15/2014
GARRETT LAU	06/05/2014
RECEIVING PARTY DATA	
Name:	AMBRI INC.
Street Address:	237 PUTNAM AVENUE
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02139
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14178806
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<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:	650-493-9300
Email:	natalie.morgan@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI
Address Line 1:	650 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94501
ATTORNEY DOCKET NUMBER:	43519-706.201
NAME OF SUBMITTER:	NATALIE MORGAN
SIGNATURE:	/Natalie Morgan/
DATE SIGNED:	10/02/2014
Total Attachments: 4	
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source=43519_706_201_executed_assignment (2)#page4.tif

WHEREAS, the undersigned:

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|--|--------------------------------|------------------------------|----------------------------------|
| 1. BRADWELL, David J.
Arlington, MA | 2. VAI, Alex T.
Sudbury, MA | 3. KINNEY, Tom
Boston, MA | 4. THERIAULT, Sean
Boston, MA |
| 5. LAU, Garrett
Cambridge, MA | | | |

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

ELECTROCHEMICAL ENERGY STORAGE DEVICES

for which application serial number 14/178,806 was filed on February 12, 2014 in the United States Patent Office, (hereinafter, "Application(s)". The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, ^{DP, 7/16/2014} Ambria, Inc., a corporation of the State of Delaware, having a place of business at 237 Putnam Avenue, Cambridge, MA 02139, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; and (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing.
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: <u>7/15/2014</u>	<u>David J. Bradwell</u> David J. Bradwell	Date: <u>7/15/14</u>	<u>Sean Theriault</u> Sean Theriault
Date: _____	_____ Alex T. Vai	Date: _____	_____ Garrett Lau
Date: _____	_____ Tom Kinney		

PATENT ASSIGNMENT

Docket Number 43519-706.201

WHEREAS, the undersigned:

- 1. BRADWELL, David J. 2. VAI, Alex T. 3. KINNEY, Tom 4. THERIAULT, Sean
- Arlington, MA Sudbury, MA Boston, MA Boston, MA
- 5. LAU, Garrett
- Cambridge, MA

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WHEREAS, ^{DS, 7/6/2014} ~~Ambric, Inc.~~ a corporation of the State of ~~Delaware~~, having a place of business at 237 Putnam Avenue, Cambridge, MA 02139, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

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2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
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4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
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6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____ David J. Bradwell Date: _____ Sean Theriault

Date: _____ Alex T. Vai Date: 6-5-14 Garrett Lau

Date: _____ Tom Kinney

WHEREAS, the undersigned:

- | | | | |
|--|--------------------------------|------------------------------|----------------------------------|
| 1. BRADWELL, David J.
Arlington, MA | 2. VAI, Alex T.
Sudbury, MA | 3. KINNEY, Tom
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2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.


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Date: _____	David J. Bradwell	Date: _____	Sean Theriault
Date: <u>3 June 2014</u>	 Alex T. Vai	Date: _____	Garrett Lau
Date: _____	Tom Kinney		

WHEREAS, the undersigned:

- 1. BRADWELL, David J.
Arlington, MA
- 2. VAI, Alex T.
Sudbury, MA
- 3. KINNEY, Tom
Boston, MA
- 4. THERIAULT, Sean
Boston, MA
- 5. LAU, Garrett
Cambridge, MA

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

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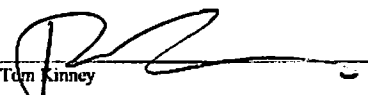
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Date: _____ Date: _____
 David J. Bradwell Sean Theriault
 Date: _____ Date: _____
 Alex T. Vai Garrett Lau
 Date: 7-11-2014 
 Tom Kinney