

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3087803

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ENCELL TECHNOLOGY, INC.	04/30/2014
RECEIVING PARTY DATA		
Name:	SERVATO CORP.	
Street Address:	643 MAGAZINE STREET	
Internal Address:	SUITE 301	
City:	NEW ORLEANS	
State/Country:	LOUISIANA	
Postal Code:	70130	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Application Number:	61526430
	Application Number:	13591813
	Patent Number:	8324758
CORRESPONDENCE DATA		
Fax Number:	(781)401-9966	
<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:	781-401-9988	
Email:	pam@dc-m.com	
Correspondent Name:	DALY, CROWLEY, MOFFORD & DURKEE, LLP	
Address Line 1:	354A TURNPIKE STREET	
Address Line 2:	SUITE 301A	
Address Line 4:	CANTON, MASSACHUSETTS 02021-2714	
ATTORNEY DOCKET NUMBER:	SERVATO-001PUS	
NAME OF SUBMITTER:	ALBERT C. CROOKER	
SIGNATURE:	/Albert C. Crooker/	
DATE SIGNED:	10/30/2014	
Total Attachments: 5		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment"), is made and entered into as of April 30, 2014 (the "Effective Date") by Encell Technology, Inc., a Delaware corporation ("Transferor"), in favor of Servato Corp., a Delaware corporation ("Transferee"), the Transferee of certain assets of Transferor pursuant to that certain Contribution Agreement dated as of April 30, 2014, between Transferor and Transferee (the "Contribution Agreement").

RECITALS

WHEREAS, under the terms of the Contribution Agreement, Transferor has conveyed, transferred and assigned to Transferee, among other assets, certain intellectual property of Transferor, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the Transferor does hereby agree with the Transferee as follows:

1. Assignment. In consideration for the execution of the Contribution Agreement, the payment of the consideration stipulated in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Transferor hereby irrevocably conveys, transfers and assigns to Transferee, and Transferee hereby accepts, all of Transferor's right, title and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth on Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for

Contribution Agreement

past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

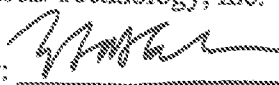
2. Recordation and Further Actions. Transferor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Transferee. Transferor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Transferee, or any assignee or successor thereto.
3. Contribution Agreement Controls. The terms of the Contribution Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.
4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of new York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Transferor has duly executed and delivered this Patent Assignment as of the Effective Date.

TRANSFEROR:

Encell Technology, Inc.

By: 

Name: Mohan R. Krishnan

Title: President and CEO

Address for Notices:

Encell Technology, Inc.
12887 U.S. Highway 441
Alachua, Florida 32615
Attn: Mohan Krishnan, CEO
Facsimile No.:
Email: mkrishnan@encell.com

AGREED TO AND ACCEPTED:
TRANSFeree:

Servato Corp.

By: _____

Name: Christopher Mangum

Title: President & CEO

Address for Notices:

Servato Corp.
c/o VXG Capital Partners, LLC
643 Magazine Street, Suite 301
New Orleans, Louisiana 70130
Attention: Christopher Mangum
Facsimile: 504.355.0326
Email: cmangum@vxgcapital.com

IN WITNESS WHEREOF, Transferor has duly executed and delivered this Patent Assignment as of the Effective Date.

TRANSFEROR:

Encell Technology, Inc.

By: _____

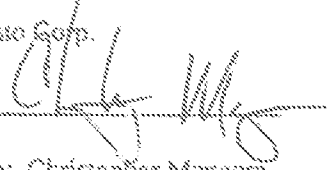
Name: Mohan Krishnan
Title: CEO

Address for Notices:

Encell Technology, Inc.
12887 U.S. Highway 441
Alachua, Florida 32619
Attn: Mohan Krishnan, CEO
Facsimile No.: 386.462.2669
Email: mkrishnan@encell.com

AGREED TO AND ACCEPTED:
TRANSFEREE:

Servato Corp.

By:  _____

Name: Christopher Mangum
Title: President & CEO

Address for Notices:

Servato Corp.
c/o VXG Capital Partners, LLC
643 Magazine Street, Suite 301
New Orleans, Louisiana 70130
Attention: Christopher Mangum
Facsimile: 504.355.0326
Email: cmangum@vxgcapital.com

EXHIBIT A

Patents Issued

Patent #	Title	Date Issued	Date filed
USP 8,324,758	Parallel power back-up	12/4/12	3/29/10

Utility Patent Applications Filed (USPTO)

Internal Reference	Utility #	Provisional #	Title	Chemistry	Technology Related to	Priority Date	File Date
0008USU1		13/591,813	Battery Management	NA	Sentinel	8/23/11	8/22/12

Notes:

USPTO #	Internal	Priority to	Filed	Title	Notes:
13/591,813	0008USU1	61/625,430	8/23/11	Battery Management	National Stage Filing to be done by 2/23/14; anticipate \$8,000 filing fee.