

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3177281

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DEEPAK UPADHYAYA	01/09/2015
MARK J. ISAACSON	01/09/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KALPTREE ENERGY, INC.
<b>Street Address:</b>	4464 WILLOW ROAD, STE. 103
<b>City:</b>	PLEASANTON
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94588
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14593797
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(408)297-9748
<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>	
<b>Phone:</b>	4082979733
<b>Email:</b>	sally@patentvalley.com
<b>Correspondent Name:</b>	LAW OFFICES OF THOMAS SCHNECK
<b>Address Line 1:</b>	P.O. BOX 2-E
<b>Address Line 4:</b>	SAN JOSE, CALIFORNIA 95109
<b>ATTORNEY DOCKET NUMBER:</b>	KTE-003
<b>NAME OF SUBMITTER:</b>	THOMAS SCHNECK
<b>SIGNATURE:</b>	/thomas schneck/
<b>DATE SIGNED:</b>	01/09/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 6</b>	
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**COMBINED DECLARATION (37 CFR 1.63) AND ASSIGNMENT  
FOR UTILITY OR DESIGN PATENT APPLICATION  
USING AN APPLICATION DATA SHEET (37 CFR 1.76)**

Attorney Docket No.:   KTE-003  

Title of the Invention: HIGH ENERGY DENSITY SOLID STATE LITHIUM ION BATTERY WITH FAIL-SAFE

As the below named inventor(s), I/we hereby declare that:

This declaration is directed to:

The attached application which claims the benefit of provisional application s.n. 61/925,528, filed January 9, 2014, or

United States application or PCT international number \_\_\_\_\_  
Filed on \_\_\_\_\_.

The above-identified application was made or authorized to be made by me/us.

I/we believe myself/ourselves to be the original inventor or original joint inventors of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years or both.

Assignment of Invention

WHEREAS, KALPTREE ENERGY, INC., a Corporation of California, having an address of 4464 Willow Road, Ste. 103, Pleasanton, California 94588 (hereinafter referred to as "Assignee") is desirous of acquiring the entire right, title and interest in and to the application, and to the subject invention and improvements thereon, any related divisionals, continuations and continuation-in-part applications, as well as any foreign counterparts, and in and to Letters Patent thereon when granted in the United States and worldwide;

NOW, THEREFORE, I/we do hereby sell, assign, transfer and convey unto the Assignee the entire, right, title and interest in and to the application, and to the subject invention and improvements thereon, any related divisionals, continuations, continuations-in-part and reissue applications, as well as any foreign counterparts, and in and to Letters Patent thereon when granted in the United States and worldwide.

FURTHER, I/we, the undersigned, acknowledge an obligation and hereby covenant and agree to assist the Assignee, as needed, during prosecution of the application, any related application(s) and foreign counterpart(s), and after the issuance of any and all patents, including (a) prompt execution of all papers (prepared at the expense of the Assignee) which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed; (b) prompt execution of all petitions, oaths, affidavits, declarations, specifications or other papers (prepared at the expense of the Assignee) which are deemed necessary or desirable by Assignee for prosecuting the application, for filing and prosecuting any related divisionals, continuations, continuations-in part and reissue applications in the United States and/or foreign countries covering the invention and/or improvements thereof; (c) prompt conveyance of full and complete information to the Assignee and/or its legal representatives responsible for prosecuting the application regarding any prior art known to the undersigned that may be material to patentability of the claimed invention in compliance with the undersigned's duty of disclosure; and (d) prompt assistance and cooperation in the prosecution of any interference proceedings, derivation proceedings, *inter partes* review proceedings, post-grant review proceedings, reexamination proceedings, and adjudication of the Letters Patent, particularly by the disclosure of facts and production of evidence relating to the subject invention and improvements thereon, provided the expenses that may be incurred by the undersigned in lending such assistance and cooperation shall be paid by the Assignee.

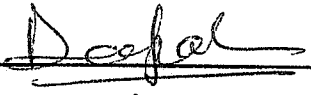
I/we hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Patent to the Assignee of the entire right, title and interest in and to the same for the sole use and benefit of the Assignee, its heirs, successors, assigns and/or other legal representatives to the full end of the term for which such Patent may be granted, as fully and entirely as the same would have been held by me/us had this assignment and sale not been made.

I/we, the undersigned, hereby warrant(s) and represent(s) that I/we have not entered into any assignment, contract or understanding in conflict therewith, and acknowledge the foregoing instrument to be my/our free act and deed.

LEGAL NAME OF SOLE OR FIRST INVENTOR:  
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)

Inventor: Deepak UPADHYAYA

Date: Jan 09 2015

Signature: 

Additional inventors are being named on the 1 supplemental sheet(s) attached hereto.

**SUPPLEMENTAL SHEET FOR DECLARATION OF ADDITIONAL JOINT INVENTOR(S)**

LEGAL NAME OF ADDITIONAL JOINT INVENTOR, if any:  
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)

Inventor: Mark J. ISAACSON Date: \_\_\_\_\_

Signature: \_\_\_\_\_

LEGAL NAME OF ADDITIONAL JOINT INVENTOR, if any:  
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)

Inventor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

LEGAL NAME OF ADDITIONAL JOINT INVENTOR, if any:  
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Inventor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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Inventor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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Inventor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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This declaration is directed to:

The attached application which claims the benefit of provisional application s.n. 61/925,528,  
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Willow Road, Ste. 103, Pleasanton, California 94588 (hereinafter referred to as "Assignee") is desirous  
of acquiring the entire right, title and interest in and to the application, and to the subject invention and  
improvements thereon, any related divisionals, continuations and continuation-in-part applications, as  
well as any foreign counterparts; and in and to Letters Patent thereon when granted in the United States  
and worldwide;

NOW, THEREFORE, I/we do hereby sell, assign, transfer and convey unto the Assignee the entire,  
right, title and interest in and to the application, and to the subject invention and improvements thereon,  
any related divisionals, continuations, continuations-in-part and re-issue applications, as well as any  
foreign counterparts, and in and to Letters Patent thereon when granted in the United States and  
worldwide.

MJS  
1/9/2015

FURTHER, I/we, the undersigned, acknowledge an obligation and hereby covenant and agree to assist the Assignee, as needed, during prosecution of the application, any related application(s) and foreign counterpart(s), and after the issuance of any and all patents, including (a) prompt execution of all papers (prepared at the expense of the Assignee) which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed; (b) prompt execution of all petitions, oaths, affidavits, declarations, specifications or other papers (prepared at the expense of the Assignee) which are deemed necessary or desirable by Assignee for prosecuting the application, for filing and prosecuting any related divisionals, continuations, continuations-in part and reissue applications in the United States and/or foreign countries covering the invention and/or improvements thereof; (c) prompt conveyance of full and complete information to the Assignee and/or its legal representatives responsible for prosecuting the application regarding any prior art known to the undersigned that may be material to patentability of the claimed invention in compliance with the undersigned's duty of disclosure; and (d) prompt assistance and cooperation in the prosecution of any interference proceedings, derivation proceedings, *inter partes* review proceedings, post-grant review proceedings, reexamination proceedings, and adjudication of the Letters Patent, particularly by the disclosure of facts and production of evidence relating to the subject invention and improvements thereon, provided the expenses that may be incurred by the undersigned in lending such assistance and cooperation shall be paid by the Assignee.

I/we hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Patent to the Assignee of the entire right, title and interest in and to the same for the sole use and benefit of the Assignee, its heirs, successors, assigns and/or other legal representatives to the full end of the term for which such Patent may be granted, as fully and entirely as the same would have been held by me/us had this assignment and sale not been made.

I/we, the undersigned, hereby warrant(s) and represent(s) that I/we have not entered into any assignment, contract or understanding in conflict therewith, and acknowledge the foregoing instrument to be my/our free act and deed.

LEGAL NAME OF SOLE OR FIRST INVENTOR:  
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)

Inventor: Deepak UPADHYAYA Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Additional inventors are being named on the 1 supplemental sheet(s) attached hereto.

MJS  
1/9/2015

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LEGAL NAME OF ADDITIONAL JOINT INVENTOR, if any:  
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)

Inventor: Mark J. ISAACSON

Date: 11/9/2015

Signature: *Mark J. Isaacson*

LEGAL NAME OF ADDITIONAL JOINT INVENTOR, if any:  
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)

Inventor: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

LEGAL NAME OF ADDITIONAL JOINT INVENTOR, if any:  
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)

Inventor: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

LEGAL NAME OF ADDITIONAL JOINT INVENTOR, if any:  
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)

Inventor: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

LEGAL NAME OF ADDITIONAL JOINT INVENTOR, if any:  
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Inventor: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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Inventor: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_