503157105 01/29/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3203719

		NEW ASSIGNMENT		
ATURE OF CONVEYAN	ICE:	ASSIGNMENT		
CONVEYING PARTY DA	ATA			
		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 DA	ТА			
Name:	AMBRI	AMBRI INC.		
Street Address:	237 PU	237 PUTNAM AVENUE		
City:	CAMBF	CAMBRIDGE		
State/Country:	MASSA	CHUSETTS		
Postal Code:	02139			
PROPERTY NUMBERS	Total: 1			
PROPERTY NUMBERS Property Type	Total: 1	Number		
Property Type		Number 14536563		
Property Type Application Number: CORRESPONDENCE D Fax Number: Correspondence will be	ATA e sent to	14536563 (650)493-6811 • the e-mail address first; if that is unsu		
Property Type Application Number: CORRESPONDENCE D Fax Number: Correspondence will be using a fax number, if p	ATA e sent to provided	(650)493-6811		
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Property Type Application Number: CORRESPONDENCE DA Fax Number: Correspondence will be using a fax number, if p Phone: Email: Correspondent Name: Address Line 1: Address Line 4:	ATA e sent to provided	14536563 (650)493-6811 o the e-mail address first; if that is unsuc i; if that is unsuccessful, it will be sent w 650-493-9300 natalie.morgan@wsgr.com WILSON SONSINI GOODRICH & ROSAT 650 PAGE MILL ROAD PALO ALTO, CALIFORNIA 94304	via US Mail.	
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> PATENT REEL: 034843 FRAME: 0655

PATENT ASSIGNMENT		Docket Number 43519-706.201	
WHEREAS. the undersigned:			
1. BRADWELL, David J. 2. VAI, Alex T. Arlington, MA 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 improvemen	ts in		
ELECTROCHEMICAI	. ENERGY STORAGE DEVIC	is a state of the	
for which application serial number <u>14/178,806</u> was filed on <u>Febra</u> term "Application(s)" also includes all patent applications that share or claim			
WHEREAS, <u>Ambri, Inc.</u> , a corporation of the State of <u>Delaware</u> , having a place of business at <u>237 Putnam Avenue</u> , <u>Cambridge</u> , <u>MA 02139</u> , (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 of good and valuab	deration acknowledged by said In	ventor(s) to have been received in full from said	
 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. 			
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); (c) 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.			
3. The terms and covenants of this assignment shall inure and shall be binding upon said Inventor(s), their respective heirs, legal represented in the statement of the statemen	to the benefit of said Assignee, its mtatives and assigns.	successors, assigns and other legal representatives,	
 Said Inventor(s) hereby warrant, represent and covenan or understanding in conflict herewith. 	t that said Inventor(s) have not en	tered and will not enter into any assignment, contract,	
5. Said Inventor(s) hereby request that any Patent(s) issuin agreement, protocol, or treaty, be issued in the name of the Assignee, or its su representatives and assigns.			
6. This instrument will be interpreted and construed in acc principles. If any provision of this instrument is found to be illegal or unenfor permitted by law. This instrument may be executed in counterparts, each of w agreement.	rceable, the other provisions shall	remain effective and enforceable to the greatest extent	
IN WITNESS WHEREOF, said Inventor(s) have executed and del		ignee as of the dates written below:	
Date: 7/13/2014 David J. Bradwell	_ Date: 7/15/14	Sean Theriault	
Date: Alex T. Vai	Date:	Garrett Lau	
Date: Tom Kinney	-		

	PATENT ASSIGNMENT		Docket Number 43519-706.201
WHEREAS, the undersig	gned:		
I. BRADWELL, David J. Arlington, MA	2. VAI, Alex T. Sudbury, MA	 KINNEY, Tom Boston, MA 	4. THERIAULT, Scan Boston, MΛ
5. LAU, Garrett Cambridge, MA			
(hereinafter "Inventor(s)),"	have invented certain new and useful improvements in	n	
	ELECTROCHEMICAL E	NERGY STORAGE DEVICE	25
term "Application(s)" also in	stion serial number <u>14/178.806</u> was filed on <u>February</u> neludes all patent applications that share or claim prio	<u>(12, 2014</u> in the United States ority to or from the above appli	Patent Office, (hereinafter, "Application(s)". The cation(s).
WHEREAS, Ambria Inc., d is desirous of acquiling the inventions, heretofore conce and to any and all patents, ir	entire right, title and interest in and to said Applicatio ived, made or discovered, whether jointly or severall wontor's certificates and other forms of protection the ocol, or treaty, including those filed under the Paris C	n(s), and the inventions disclos y, by said Inventor(s) (hereinaf reon granted in the United Stat	ter collectively referred to as "Inventions"), and in
NOW, THEREF	ORE, in consideration of good and valuable consider	ation acknowledged by said Inv	ventor(s) to have been received in full from said
 (b) in and to said Applicatio substitution, continuation, o the foregoing; (c) in and to 	inventor(s) do hereby sell, assign, transfer and convey ns, including the right to claim priority to and from su r continuation-in-part of any of said Application(s); (each and every reissue, reexamination, renewal or ex- the United States and corresponding to any of the fo	aid Application(s); (c) in and to d) in and to said Patent(s) and c tension of any kind of any of th	each and every application that is a divisional, each and every patent issuing or reissuing from any of
and interest herein conveyed Inventor(s) shall include pro papers, and other assistance conveyed; (b) for prosecutin covering said Inventions; (d said Inventions; and (f) for I reissues and reexaminations	I in the United States, foreign countries, or under any impt production of pertinent facts and documents, giv all to the extent deemed necessary or desirable by sai g any applications covering said Inventions; (c) for fi filing and prosecuting applications for reissuance	international convention, agree ing of testimony, execution of d Assignee (a) for perfecting in ling and prosecuting substitute e of any said Patent(s); (c) for is pplications therefor and any Pa- riority contests, public use proc	petitions, oaths, specifications, declarations or other a said Assignce the right, title and interest herein , divisional, continuing or additional applications interference or other priority proceedings involving stent(s) granted thereon, including without limitation ceedings, infingement actions and court actions:
3. The ta and shall be binding upon st	erms and covenants of this assignment shall inure to t id Inventor(s), their respective heirs, legal representa	he benefit of said Assignee, its tives and assigns.	successors, assigns and other legal representatives,
4. Said or understanding in conflict	Inventor(s) hereby warrant, represent and covenant th herewith.	at said Inventor(s) have not en	tered and will not enter into any assignment, contract,
5. Said agreement, protocol, or treat representatives and assigns.	Inventor(s) hereby request that any Patent(s) issuing i ty, be issued in the name of the Assignee, or its succe	n the United States, foreign con ssors and assigns, for the sole (untries, or under any international convention, use of said Assignee, its successors, legal
principles. If any provision permitted by law. This instr agreement.	rument may be executed in counterparts, each of which	able, the other provisions shall th is deemed an original, but al	remain effective and enforceable to the greatest extent 1 of which together constitute one and the same
IN WITNESS W	HEREOF, said Inventor(s) have executed and delive	red this instrument to said Assi	gnee as of the dates written below:
Date:	David J. Bradwell	Datc:	Sean Therioult
Date:	Alex T. Vai	Date: <u>6-5-14</u>	-Gérrett Lau
Date:	Tom Kinney		

	PATENT ASSIGNMENT		Docket Number 43519-706.201
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	
	ELECTROCHEMICAL E	NERGY STORAGE DEVIC	ES
term "Application(s)" also includ PB #//6 WHEREAS, <u>Ambriganc</u> , a corpo	les all patent applications that share or claim pro- / 20/4 pration of the State of <u>Delaware</u> , having a place a right title and interest in and to said Applicati	iority to or from the above appl of business at <u>237 Putnam Ave</u> on(s), and the inventions disclo	nue. Cambridge, MA 02139, (hereinafter "Assignee"), sed therein, and in and to all embodiments of the
and to any and all patents, invent convention, agreement, protocol, or otherwise (hereinafter "Patent	or's certificates and other forms of protection th , or treaty, including those filed under the Paris (s)").	nereon granted in the United Sta Convention for the Protection (Arer collectively referred to as "Inventions"), and in ales, foreign countries, or under any international of Industrial Property, The Patent Cooperation Treaty
NOW, THEREFORE	i, in consideration of good and valuable conside	ration acknowledged by said Ir	nventor(s) to have been received in full from said
1. Said Inver (b) in and to said Applications, i substitution, continuation, or cor the foregoing: (c) in and to each	ncluding the right to claim priority to and from	said Application(s); (c) in and t (d) in and to said Patent(s) and extension of any kind of any of	e right, title and interest (a) in and to said Inventions; to each and every application that is a divisional, each and every patent issuing or reissuing from any of the foregoing; and (f) in and to each and every patent
and interest herein conveyed in I Inventor(s) shall include prompt papers, and other assistance all to conveyed; (b) for prosecuting ar covering said Inventions; (d) for said Inventions; and (f) for legal	the United States, foreign countries, or under an production of pertinent facts and documents, g o the extent deemed necessary or desirable by s y applications covering said Inventions; (c) for filing and prosecuting applications for reissual proceedings involving said Inventions and any	y international convention, agr jving of testimony, execution of said Assignee (a) for perfecting filing and prosecuting substitu nce of any said Patent(s): (c) for y applications therefor and any is ningity contests, public use pr	and Assignee to enjoy to the fullest extent the right, title eement, protocol, or treaty. Such cooperation by said of petitions, oaths, specifications, declarations or other in said Assignee the right, title and interest herein ite, divisional, continuing or additional applications r interference or other priority proceedings involving Patent(s) granted thereon, including without limitation occeedings, infringement actions and court actions; be paid for by said Assignee.
3. The term and shall be binding upon said I	s and covenants of this assignment shall inure to inventor(s), their respective heirs, legal represen	o the benefit of said Assignee, i ntatives and assigns.	its successors, assigns and other legal representatives,
4. Said Inve or understanding in conflict her	ntor(s) hereby warrant, represent and covenant ewith.	that said Inventor(s) have not o	entered and will not enter into any assignment, contract,
5. Said Inve agreement, protocol, or treaty, b representatives and assigns.	entor(s) hereby request that any Patent(s) issuin the issued in the name of the Assignee, or its suc	g in the United States, foreign (ccessors and assigns, for the sol	countries, or under any international convention, e use of said Assignee, its successors, legal
in the states of any manifeles of	this instrument is found to be illegal or unenfor	ceable, the other provisions sha	ate of California, without regard to conflict of law all remain effective and enforceable to the greatest extent all of which together constitute one and the same
IN WITNESS WHE	REOF, said Inventor(s) have executed and deli	ivered this instrument to said A	ssignce as of the dates written below:
Date: D	avid J. Bradwell	Date:	Sean Theriault
Date: 3 June 2014 2	thy TW lex T. Vai	Date:	Garrett Lau
Date: T	om Kinney	-	

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Page 1 of 1

	PATENT ASSIGNMENT		Docket Number 43519-706.201
WHEREAS, the undersigned	:		
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 LAU, Garrett Cambridge, MA 			
(hereinafter "Inventor(s))," have	invented certain new and useful improver	nents in	
	ELECTROCHEMIC	CAL ENERGY STORAGE DEVIC	ES
term "Application(s)" also includ WHEREAS, <u>Ambrid Inc.</u> a corp is desirous of acquiring the entin inventions, heretofore conceived and to any and all patents, invent	des all patent applications that share or cla (f / 20:4) oration of the State of <u>Delaware</u> , having a e right, title and interest in and to said App , made or discovered, whether jointly or s tor's certificates and other forms of protects , or treaty, including those filed under the	im priority to or from the above appl place of business at <u>237 Putnam Ave</u> plication(s), and the inventions discle everally, by said Inventor(s) (hereina tion thereon granted in the United St	s Patent Office, (hereinafter, "Application(s)". The lication(s). <u>enue, Cambridge, MA 02139</u> , (hereinafter "Assignee" used therein, and in and to all embodiments of the after collectively referred to as "Inventions"), and in ates, foreign countries, or under any international of Industrial Property, The Patent Cooperation Treaty
•		onsideration acknowledged by said Ir	ventor(s) to have been received in full from said
(b) in and to said Applications, is substitution, continuation, or cor the foregoing, (e) in and to each	ncluding the right to claim priority to and ninuation-in-part of any of said Application	from said Application(s); (c) in and t on(s); (d) in and to said Patent(s) and al or extension of any kind of any of the set of the	e right, title and interest (a) in and to said Inventions; to each and every application that is a divisional, each and every patent issuing or reissuing from any the foregoing; and (f) in and to each and every patent
papers, and other assistance all t conveyed; (b) for prosecuting an covering said Inventions; (d) for said Inventions; and (f) for legal reissues and reexaminations, opp provided, however, that reasonal 3. The terms	o the extent deemed necessary or desirable y applications covering said Inventions; (filing and prosecuting applications for rei proceedings involving said Inventions an position proceedings, cancellation proceed ole expenses incurred by said Inventor(s) i	e by said Assignee (a) for perfecting c) for filing and prosecuting substitut issuance of any said Patent(s); (e) for d any applications therefor and any F lings, priority contests, public use pro- in providing such cooperation shall b ure to the benefit of said Assignee, it	f petitions, oaths, specifications, declarations or other in said Assignee the right, title and interest herein le, divisional, continuing or additional applications interference or other priority proceedings involving 'atent(s) granted thereon, including without limitation occedings, infringement actions and court actions; he paid for by said Assignee.
4. Said Inve	ntor(s) hereby warrant, represent and cove	•	ntered and will not enter into any assignment, contract
agreement, protocol, or treaty, b representatives and assigns.	ntor(s) hereby request that any Patent(s) is e issued in the name of the Assignee, or its ument will be interpreted and construed in his instrument is found to be illegal or une	s successors and assigns, for the sole accordance with the laws of the Stat nforecable, the other provisions shall	ountries, or under any international convention, use of said Assignce, its successors, legal te of California, without regard to conflict of law I remain effective and enforceable to the greatest exten- le of ubic boosther constitute one and the second
principles. If any provision of th	nn may oe executea in counterpans, each	or which is ucclied an original, but a	-
principles. If any provision of the permitted by law. This instrume agreement.	REOF, said Inventor(s) have executed and	delivered this instrument to said As:	signee as of the dates written below:
principles. If any provision of the permitted by law. This instrume agreement.	REOF, said Inventor(s) have executed and	delivered this instrument to said As:	signee as of the dates written below:
principles. If any provision of the permitted by law. This instrume agreement. IN WITNESS WHEN Date:	REOF, said Inventor(s) have executed and		signee as of the dates written below:
principles. If any provision of the permitted by law. This instrume agreement. IN WITNESS WHEN Date: Date Date:			

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Page 1 of 1

PATENT REEL: 034843 FRAME: 0659

RECORDED: 01/29/2015