503377393 07/02/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3424015

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BEACON POWER, LLC	03/09/2015

RECEIVING PARTY DATA

Name:	OLAREDGE TECHNOLOGIES LTD	
Street Address:	6 HAHARASH ST.	
Internal Address:	POB 7349	
City:	HOD HASHARON	
State/Country:	ISRAEL	
Postal Code:	45240	

PROPERTY NUMBERS Total: 1

Property Type	Number	
PCT Number:	US2004016668	

CORRESPONDENCE DATA

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Correspondent Name: BANNER & WITCOFF, LTD.

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Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	007841.00223
NAME OF SUBMITTER:	MICHAEL CUVIELLO
SIGNATURE:	/Michael Cuviello/
DATE SIGNED:	07/02/2015

Total Attachments: 3

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PATENT 503377393 REEL: 035971 FRAME: 0128

ATTACHMENT B TO PATENT PURCHASE AGREEMENT

FORM OF ASSIGNMENT OF PATENT RIGHTS

Assignment of Patent Rights

This patent assignment (this "Assignment") is entered into as of the Effective Date set forth below by and between Beacon Power LLC, a Delaware limited liability corporation ("Assignor"), and Solaredge Technology Ltd., an Israeli company ("Assignee").

WHEREAS, Assignor holds the entire right, title, and interest in and to the patents and patent applications identified and set forth on <u>Appendix A</u> attached hereto (the "<u>Patents</u>");

WHEREAS, Assignee is desirous of securing the entire right, title, and interest in and to the Patents and certain related assets in all countries throughout the world; and

WHEREAS, Assignor and Assignee entered into a Patent Purchase Agreement, dated pursuant to which Assignor agreed to sell the Patents and those certain related assets to Assignee (the "Patent Purchase Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably as of the Effective Date sell, assign, transfer, and convey unto Assignee all of Assignor's right title and interest throughout the world in and to all of the following:

- a) the patents and patent applications listed in Attachment A to this Agreement (which attachment is hereby incorporated as a part of this Agreement);
- b) all past, present and future patents, utility model registrations, certificates of invention, industrial design protections, design patent protections and other governmental grants or issuances and the like, as well as any and all past, present and future applications for patents, utility model registrations, certificates of invention, industrial design protections, design patent protections and other governmental grants or issuances and the like, in the United States or any other country, region or jurisdiction in the world, that correspond to any of the patents listed in Attachment A, where any such item corresponds to a patent or patent application listed in Attachment A if either (i) it directly or indirectly claims the priority benefit of the filing date of a patent listed in Attachment A or (ii) it was filed by or for Seller or an Affiliate of Seller and claims or discloses any invention or technology within the scope of one or more claims of a patent or patent application listed in Attachment A;
- all present and future continuations, continuations-in-part, divisionals, extensions, reissues, reexamination applications, continuing prosecution applications, requests for continuing examinations, and the like in any country, region or jurisdiction in the world, of any of the items of subsections (a) and (b), above (the items of subsections (a), (b), and of this subsection (c) being referred to herein collectively and severally as the "Patents");
- d) the invention(s) disclosed in any of the Patents;
- e) all copyrights in the drawings of the Patents;
- f) the worldwide right to claim domestic and international priority to and/or through any and all of the Patents;
- g) the worldwide right (but not the obligation) to prosecute any of the Patents;

Patent Purchase Agreement Page 14 of 19

> PATENT REEL: 035971 FRAME: 0129

- h) the worldwide right (but not the obligation) to maintain, defend and enforce any or all of the Patents, including, without limitation, (i) the right to collect and retain any damages for infringement or other violation by third party(ies) of any item in any of the foregoing subsections, which infringement or violation occurred prior to, on and/or after the Effective Date, and (ii) the right to collect royalties or other payments under or on account of any item in any of the foregoing subsections; and
- any and all rights, including rights in equity under common law and contractual rights, that Seller may have to obtain assistance, documents, other materials and/or information from the inventors of any of the Patents.

Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Patents owned by such Assignor and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

The above-granted rights, titles, and interests are to be held and enjoyed by Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, intending to be legally bound, the below identified parties have executed this Assignment as of the _____ day of ______, 2015 (the "Effective Date").

ASSIGNOR

BEACON POWER LLC

SOLAREDGE TECHNOLOGIES LTD

By

By

Barry R. Brits

Name

President & CEO

Title

March 9, 2015

Date

Patent Purchase Agreement Page 15 of 19

Appendix A to Assignment of Patent Rights

LISTED PATENTS

PATENT NUMBER (Application No.)	COUNTRY	APPLN. FILING DATE	PATENT ISSUE DATE	STATUS
(60/473,749)	U.S.	May 28, 2003	N/A	Expired
(PCT/US2004/016668)	PCT	May 27, 2004	N/A	Expired
8,102,144 (10/556,764)	U.\$.	Oct. 17, 2006	Jan. 24, 2012	Granted and Subsisting
(13/282,037)	U.S.	Oct. 26, 2011	N/A	Pending
(13/711,938)	U.S.	Dec. 12, 2012	N/A	Abandoned
8,669,675 (13/785,857)	U.S.	Mar. 5, 2013	Mar. 11, 2014	Granted and Subsisting
(EP 04753488.8)	EР	May 27, 2004	N/A	Pending

Patent Purchase Agreement Page 16 of 19

> PATENT REEL: 035971 FRAME: 0131

RECORDED: 07/02/2015