

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| VALERI STROGANOV | 12/17/2010 |
| RECEIVING PARTY DATA | |
| Name: | NOVOPOWER LTD. |
| Street Address: | 326 ST. JOSEPH BLVD. EAST, |
| Internal Address: | SUITE 1 |
| City: | MONTREAL |
| State/Country: | CANADA |
| Postal Code: | H2T 1J2 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 61154699 |
| Application Number: | 14294893 |
| CORRESPONDENCE DATA | |
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| NAME OF SUBMITTER: | CARMELA DE LUCA |
| SIGNATURE: | /Carmela De Luca/ |
| DATE SIGNED: | 09/28/2015 |
| Total Attachments: 4 | |
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| source=Stroganov_NovoPower_Assignment#page2.tif | |
| source=Stroganov_NovoPower_Assignment#page3.tif | |

ASSIGNMENT OF INVENTION

This Assignment is effective the 22nd day of February, 2010.

BETWEEN

Valeri STROGANOV, whose full post office address is **4328 Sherbrooke Street West, Apt. 17, Westmount, Quebec H3Z 1E1, Canada** (hereinafter "Assignor").

AND

NovoPower Ltd. (also known as **NovoÉnergie Itée** in Quebec, Canada), whose full post office address is **326 St. Joseph Boulevard East, Suite 1, Montreal, Quebec H2T 1J2, Canada**.

WHEREAS, I, Valeri Stroganov, am employed by NovoPower Ltd. and have executed on October 30, 2008, an employment agreement wherein I agreed, as a condition of my employment, that intellectual property developed by myself under or in connection with my employment with NovoPower Ltd. (referred to as NovoÉnergie Itée in the employment agreement) shall belong entirely to NovoPower Ltd. and that all patents and all other forms of protection of intellectual property derived directly or indirectly from my employment or other inventions developed during the course of my employment will be registered exclusively to the benefit of NovoPower Ltd.

WHEREAS in said employment agreement dated October 30, 2008, due to variations in transliteration, my name was spelled as Valery Stroganov instead of Valeri Stroganov and, I hereby confirm that my correct name should be spelled as Valeri Stroganov.

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree and confirm that I have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer to **NovoPower Ltd.**, (hereinafter the "Assignee"), all my right, title and interest throughout the world in and to (1) my invention(s) relating to

Pressurized-Gas Powered Compressor and System Comprising Same, as described and/or claimed in United States Patent Application No. **61/154,699** filed on **February 23, 2009**;

Pressurized-Gas Powered Compressor and System Comprising Same, as described and/or claimed in International Patent Application No. **PCT/CA2010/000216** filed on **February 23, 2010**;

(2) all improvements, including but not limited to modifications, additions, substitutions, derivatives, and deletions to said invention(s); (3) the above-identified applications in (1) and national phase applications thereof; (4) all other applications for Letters Patent in any country throughout the world for said invention(s) and improvements, including but not limited to all divisional, continuation, continuation-in-part, renewal, reissue, and substitute applications; (5) any Letters Patent which may issue from any of said applications as exemplified in (3) and (4)

above in any country throughout the world; (6) all Convention or Treaty rights derived from any of said applications, including without limitation, all rights of priority throughout the world in and to said applications; and (7) the full and complete right to file applications for Letters Patent in the name of the Assignee, or in my name at the Assignee's election, on said invention(s) and improvements in all countries throughout the world.

For said consideration, I agree, upon the request and at the expense of the Assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part, reissue and substitute applications for said invention(s) and improvements, and acknowledge and agree that all rights therein shall vest in the Assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said Assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made. In addition, I will, at the request of the Assignee, execute any and all documents required by the Assignee to fully and properly vest the aforementioned rights in the Assignee.

The undersigned hereby grants to the firm of **MBM Intellectual Property Law LLP** whose full post office address is 270 Albert Street, 14th Floor, Ottawa, Ontario, Canada, K1P 5G8, the power to insert on this assignment any further information and/or correct any clerical error in the information pertaining to the referenced application above, which may be necessary or desirable in order to comply with the patent legislation for recordation of this document.

EXECUTION OF ASSIGNMENT OF INVENTION

Execution by Assignor

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|---|---|
| ASSIGNOR : By: <u>[Signature]</u> (Signature) Valeri Stroganov <u>Dec. 17, 2010</u> (Date Signed) <u>Montreal, Canada</u> (City & Country Where Assignment Executed) | WITNESS: By: <u>[Signature]</u> (Signature) <u>Marie Talampo</u> (Name) <u>Dec. 17, 2010</u> (Date Signed) |
|---|---|

Notarization of Witness to Signature of Assignor

I, Marie Talampo, of 645 Ave. Lavoie St. W., Montreal, QC
(Witness name) (Witness address) H3B1S5

declare that I was personally present and did witness the abovementioned Assignor duly sign and execute the above Assignment.

Sworn Before Me at MONTREAL
(City)

CANADA on 17 DECEMBER, 2010
(Country) (Date)

MICHELE TIMOTHY
(Commissioner's Name)

[Signature]
(Commissioner's Signature)

A Commissioner for taking Oaths and Affidavits for the jurisdiction of QUEBEC (MONTREAL)
(State, Province, etc)

[Signature of Witness]
(Signature of Witness)

[Handwritten marks]

