# 503618434 12/18/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3665065

	SION TYPE: NEW ASSIGNMENT		NEW ASSIGNMENT		
NATURE OF CONVEYA	NCE:	E: ASSIGNMENT			
CONVEYING PARTY D	ΑΤΑ				
			Name	Execution Date	
RYAN J. GILLIAM				10/30/2015	
BRYAN BOGGS				12/15/2015	
KYLE SELF				10/30/2015	
MARGARETE K. LECLE	ERC			11/02/2015	
ALEXANDER GORER				10/30/2015	
MICHAEL J. WEISS				10/30/2015	
JOHN H. MILLER				10/29/2015	
SAMARESH MOHANTA	4			10/30/2015	
RECEIVING PARTY DA					
Name:			ORPORATION		
Street Address:			O WAY		
City:		LOS GATOS			
State/Country:		CALIFORNIA			
Postal Code:	95032	95032			
	6 Total: 1				
PROPERTY NUMBERS					
PROPERTY NUMBERS Property Type			Number		
Property Type		14919			
Property Type		14919			
Property Type Application Number: CORRESPONDENCE		14919			
Application Number: CORRESPONDENCE I Fax Number:	DATA	(650)	9281 493-6811		
Property Type Application Number: CORRESPONDENCE I Fax Number: <i>Correspondence will b</i>	DATA De sent to	(650) • the o	9281 493-6811 <b>e-mail address first; if that is unsu</b>		
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Property Type Application Number: CORRESPONDENCE I Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email:	DATA De sent to provided	(650) • <i>the</i> • <i>i; if th</i> 650-4 cehui	9281 493-6811 e-mail address first; if that is unsu nat is unsuccessful, it will be sent 193-9300	via US Mail.	
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Property Type Application Number: CORRESPONDENCE I Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email: Correspondent Name:	DATA De sent to provided	(650) • <i>the</i> ( <i>i; if th</i> 650-4 cehui WILS 650 F	9281 493-6811 <b>e-mail address first; if that is unsu</b> hat is unsuccessful, it will be sent 193-9300 @wsgr.com ON SONSINI GOODRICH & ROSAT	via US Mail.	
Property Type Application Number: CORRESPONDENCE D Fax Number: <i>Correspondence will b</i> <i>using a fax number, if</i> Phone: Email: Correspondent Name: Address Line 1:	DATA be sent to provided	(650) • <i>the</i> ( <i>i; if th</i> 650-4 cehui WILS 650 F	9281 493-6811 <b>e-mail address first; if that is unsu</b> hat is unsuccessful, it will be sent 193-9300 @wsgr.com ON SONSINI GOODRICH & ROSAT PAGE MILL ROAD	via US Mail.	
Property Type Application Number: CORRESPONDENCE D Fax Number: Correspondence will b using a fax number, if Phone: Email: Correspondent Name: Address Line 1: Address Line 4:	DATA be sent to provided UMBER:	(650) • <i>the</i> ( <i>i; if th</i> 650-4 cehui WILS 650 F	9281 493-6811 <b>e-mail address first; if that is unsu</b> hat is unsuccessful, it will be sent 193-9300 @wsgr.com ON SONSINI GOODRICH & ROSAT PAGE MILL ROAD D ALTO, CALIFORNIA 94304	via US Mail.	

DATE SIGNED:	12/17/2015		
Total Attachments: 9	- ·		
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source=37589-783402 Assignmen	t#page9.tif		

	PATENT ASSIGNMENT		Docket Number CLRA-076CIPDIV
WHEREAS, the undersigned:			
<ol> <li>Ryan J. Gilliam</li></ol>	2. Bryan Boggs	<ol> <li>Kyle Self</li> <li>San Jose, CA</li> </ol>	<ol> <li>Margarete K. Leclerc</li></ol>
San Jose, CA	Newbury, OH		Mountain View, CA
<ol> <li>Alexander Gorer</li></ol>	6. Michael J. Weiss	<ol> <li>John H. Miller</li></ol>	8. Samaresh Mohanta
Los Gatos, CA	Los Gatos, CA	Woodside, CA	Dublin, CA

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

#### ELECTROCHEMICAL HYDROXIDE SYSTEMS AND METHODS USING METAL OXIDATION

for which application serial number <u>14/919.281</u> was filed on <u>October 21, 2015</u> in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>Calera Corporation</u>, a corporation of the State of <u>Delaware</u>, having a place of business at <u>485 Alberto Way</u>, <u>Suite 210</u>, <u>Los Gatos</u>, <u>CA 95032</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 acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. 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; (i) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

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); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications proceedings, priority contests, public use proceedings, including without limitation reissues and reexaminations, opposition proceedings, cancellation 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 to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignce as of the dates written below:

Date: <u>10/30/15</u>	Rýan J. Gillian	Date:	Bryan Boggs
Date:	Kyle Self	Date:	Margarete K. Leclerc

Page 1 of 2

PATENT ASSIGNMENT			Docket Number CLRA-076CIPDIV	
WHEREAS, the undersigned	t:			<b>k</b>
<ol> <li>Ryan J. Gilliam San Jose, CA</li> </ol>	<ol> <li>Bryan Boggs Newbury, OH</li> </ol>	3.	Kyle Self San Jose, CA	4. Margarete K. Leclerc Mountain View, CA
<ol> <li>Alexander Gorer Los Gatos, CA</li> </ol>	6. Michael J. Weiss Los Gatos, CA	7.	John H. Miller Woodside, CA	8. Samaresh Mohanta Dublin, CA
(hereinafter "Inventor(s))," h	ave invented certain new and useful in	provements	in	
	ELECTROCHEMICAL HYDROX	IDE SYSTE	MS AND METHOD	S USING METAL OXIDATION
(hereinafter, "Application(s) application(s).	lication serial number <u>14/919,281</u> was "). The term "Application(s)" also incl	filed on <u>Octo</u> udes all pater	ber 21, 2015 in the U nt applications that sh	nited States Patent and Trademark Office; are or claim priority to or from the above
WHEREAS, Calera Corporat	tion, a corporation of the State of Delay	ware, having	a place of business at	485 Alberto Way, Suite 210, Los Gatos, CA 95032,

WHEREAS, <u>Calera Corporation</u>, a corporation of the State of <u>Delaware</u>, having a place of business at <u>485</u> Alberto Way, <u>Suite 210</u>, <u>Los Gatos</u>, <u>CA 95032</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, tille 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 acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. 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; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

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); (e) 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.

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IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignce as of the dates written below:

Date:	Ryan J. Gilliam	Date: 12/15/15	Bryan Boggs
Date:	Kyle Self	Date:	Margarete K. Leclerc

Calera 37589-783.402 Assignment\_(palib1\_7890067\_1).DOC

Page 1 of 2

PATENT REEL: 037325 FRAME: 0600

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	PATENT ASSIGNMENT		Docket Number CLRA-076CIPDIV
WHEREAS, the undersigned	:		
1. Ryan J. Gilliam	<ol> <li>Bryan Boggs</li></ol>	3. Kyle Self	<ol> <li>Margarete K. Leclerc</li></ol>
San Jose, CA	Newbury, OH	San Jose, CA	Mountain View, CA
<ol> <li>Alexander Gorer</li></ol>	6, Michael J. Weiss	<ol> <li>John H. Miller</li></ol>	8. Samaresh Mohanta
Los Gatos, CA	Los Gatos, CA	Woodside, CA	Dublin, CA

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Date:	Ryan J. Gilliam	Date:	Bryan Boggs
Date: <u>10/30/</u> 15	<u>14 4/14</u> Kyle Sejł	Date:	Margarete K. Leclerc

Page 1 of 2

	PATENT ASSIGNMENT			Decket Number CLRA-076CIPDIV		
WHEREAS, the undersigne	d:					
1. Ryan J. Gilliam San Jose, CA	<ol> <li>Bryan Boggs Newbury, OH</li> </ol>	3.	Kyle Self San Josn, CA	<ol> <li>Margarete K. Leolere Mountain View, CA</li> </ol>		
<ol> <li>Alexander Gorer Los Ostos, CA</li> </ol>	6. Michael J. Weiss Los Gatos, UA	7.	John H. Miller Woodsiele, CA	8. Samaresh Muhanta Dublin, CA		
(hereinafter "Inventor(s)),"	have invented certain new and useful it	nproventents	in			
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(hereinafter "Assignee"), is and to all embodiments of t collectively referred to as "I States, foreign countries, or	destrous of acquiring the entire right, t he inventions, heretofore conceived, m inventions"), and in and to any and all p	itle and intere ade or discove patents, inven recrucul, prot	st in and to said Appli- red, whether jointly o tor's certificates and of ocol, or freaty, includi	485 Alberta Way, Suite 210, Los Gatos, CA 95032, cestion(s), and the inventions disclosed therein, and in s severally, by said Inventor(s) (hereinafter ther forms of protection therein granted in the United ng those filed under the Paris Convention for the ).		
NOW, THEREF said Assignee:	ORE, in consideration of good and valu	uble consider	ation acknowledged b	y said Inventor(s) to have been received in full from		
Inventions, (b) in and to sai is a divisional, substitution, or reissuing from any of the and to each and every pater present and future infringer	d Applications, including the right to c continuation, or continuation-in-part o cloregoing; (c) in and to each and even and application filed outside the Unit	laim priority f f any of said . y reissue, ree ed States and a to sue for a:	o and from said Appli Application(s); (d) in a xamination, renewal o corresponding to any od to receive and recor	is entire right, title and interest (a) in and to said cation(s); (c) in and to each and every application that and its said Patent(s) and sach and every patent issuing r extension of any kind of any of the foregoing; (f) in of the foregoing; and(g) in and to all claims for past, ver for Assignee's own use all past, present, and future (s).		
right, title and interest here: cooperation by said invento specifications, declarations Assignee the right, title and divisional, continuing or ad (e) for interference or other therefor and any Pateni(s) g priority contests, public uss	in conveyed in the Linited States, foreig x(s) shall include prompt production of or other papers, and other assistance al l interest herein conveyed; (b) for prose klitional applications covering said lave priority proceedings involving said lave granted thereon, including without limit	m countries, of pertinent fac I to the exteni- cuting any op entions; (d) for ventions; and action reissues	in under any internation ts and documents, givin deemed necessary or plications covering sa ir filing and presecution (1) for legal preceding a and reexaminations, o	table said Assignce to enjoy to the fullest extent the nal convention, sgressment, protocol, or bresty. Such ing of testimony, execution of petitions, oaths, desirable by said Assignee (a) for perfecting in said id Inventions; (o) for filing and presecuting substitute, applications for reissuance of any said Patent(s); ga involving said Inventions and any applications apposition proceedings, cancellation proceedings, that reasonable expenses incurred by said Inventor(s)		
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Date:	Ryan I. Gilliau	Date:	Bryan Boggs
Dxtx:	Kyle Self	Date: <u>[[[7][]</u> 5	Margarete K. Leciere

Calere 37589-783.402 Assignment\_(palib1\_7890067\_1).DOC

Page 1 of 2

PATENT ASSIGNMENT			Docket Number CLRA-076CIPDIV
Date:	Alexander Gorer	Date:	Michael J. Weiss
Date:	John H. Miller	Date:	Samaresh Mohanta
RECEIVED AND AGRE	ED TO BY ASSIGNEE:		
Date:	By: Name: William Randall Seeker Title: Chief Technology Officer	-	
L			

Page 2 of 2

	PATENT ASSIGNMENT	Docket Number CLRA-076CIPDIV	
Date:	Alexander Gorer	Date: 10/30/15	Michael J. Wess
Date:	John H. Miller	Date: 40/30/15	Samaresh Mohanta
RECEIVED AND AGF	REED TO BY ASSIGNEE:		
Date:	By: Name: William Randall Seeker Title: Chief Technology Officer		
l			

PATENT ASSIGNMENT			Docket Number CLRA-076CIPDIV	
Date:	Alexander Gorer	Date;	Michael J. Weiss	
Date: 10/29/2015	John Miller	Date:	Samaresh Mohanta	
RECEIVED AND AGREE	ED TO BY ASSIGNEE:			
Date:	By: Name: William Randall Seeker Title: Chief Technology Officer	-		
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Page 2 of 2

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	PATENT ASSIGNMENT		Docket Number CLRA-076CIPDIV
Date:	Alexander Gorer	Date:	Michael J. Weiss
Date:	John H. Miller	Date: <u>10/30/2</u>	Samarcyth Mohanta
RECEIVED AND /	AGREED TO BY ASSIGNEE:		
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Page 2 of 2

PATENT ASSIGNMENT			Docket Number CLRA-076CIPDIV	
Date:	Alexander Gorer	Date:	Michael J. Weiss	
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RECEIVED AND AGR	EED TO BY ASSIGNEE:			
Date: 10/39/15	By: <u>//Ju/Aaudall</u> Name: William Randall Secker Title: Chief Technology Officer	<u>(Salka</u>		

Calera 37589-783.402 Assignment\_(palib1\_7890067\_1).DOC

**RECORDED: 12/18/2015**