

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3905682

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MONTANA TECH OF THE UNIVERSITY OF MONTANA	06/06/2016
RECEIVING PARTY DATA	
Name:	BATTELLE ENERGY ALLIANCE, LLC
Street Address:	2525 N FREMONT AVENUE
Internal Address:	MS 3899
City:	IDAHO FALLS
State/Country:	IDAHO
Postal Code:	83415-3899
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13100184
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	IPLEGAL@INL.GOV
Correspondent Name:	BATTELLE ENERGY ALLIANCE, LLC
Address Line 1:	2525 N FREMONT AVENUE
Address Line 2:	MS 3899
Address Line 4:	IDAHO FALLS, IDAHO 83415-3899
ATTORNEY DOCKET NUMBER:	BA-480
NAME OF SUBMITTER:	ERIC M. BARZEE
SIGNATURE:	/Eric M. Barzee/
DATE SIGNED:	06/07/2016
Total Attachments: 4	
source=BA-480-Executed Assignment - Montana Tech of the University of Montana#page1.tif	
source=BA-480-Executed Assignment - Montana Tech of the University of Montana#page2.tif	
source=BA-480-Executed Assignment - Montana Tech of the University of Montana#page3.tif	
source=BA-480-Executed Assignment - Montana Tech of the University of Montana#page4.tif	

Appendix C

ASSIGNMENT

THIS ASSIGNMENT is entered into by Montana Tech of the University of Montana in the state of Montana having a place of business at 1300 West Park Street, Butte, MT (hereinafter "Assignor"), to and in favor of BATTELLE ENERGY ALLIANCE, LLC, a Limited Liability Company of the state of Delaware having a place of business at 2525 Fremont Avenue, Idaho Falls, ID 83415 (hereinafter "Assignee").

Whereas Assignor previously received from inventor John L. Morrison his entire right, title and interest in and to the improvements disclosed in the United States Letters Patents and Patent Applications identified in Exhibit C.1 below, by Assignment from John L. Morrison to Assignor, as recorded in the United States Patent and Trademark Office; and

Whereas Assignor previously received from inventor William H. Morrison his entire right, title and interest in and to the improvements disclosed in the United States Letters Patents and Patent Applications identified in Exhibit C.1 items 14 and 15 below, by Assignment from William H. Morrison to Assignor, as recorded in the United States Patent and Trademark Office; and

Whereas Assignor desires to assign its entire right, title and interest in and to the same Patents and Patent Applications and improvements disclosed therein to Assignee for valuable consideration; and

Whereas Assignee desires to receive the entire right, title and interest in and to the same Patents and Patent Applications and improvements disclosed therein from Assignor, and to provide such valuable consideration to Assignor;

Accordingly, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee accepts, Assignor's entire right, title and interest in and to the Patents and Patent Applications and the improvements disclosed therein, including all continuation, continuation-in-part and divisional applications and all other United States patent applications based in whole or in part on the Patents and Patent Applications or on which the Patents and Patent Applications are based in whole or in part, and including all patents, as well as reexaminations and reissues thereof resulting from the Patents and Patent Applications.
2. Assignor hereby conveys and assigns to Assignee, and Assignee accepts, Assignor's entire right, title and interest in and to all counterparts to, or which are otherwise related to, the Patents and Patent Applications that have been or may be filed outside the United States, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patents and Patent Applications, further including all continuation, continuation-in-part and division applications and all other applications based in

whole or in part on the non-U.S. counterparts, and still further including all patents, inventor's certificates, utility models and reissues based upon or resulting from any of the non-U.S. counterparts.

3. Assignor hereby grants to Assignee, and Assignee accepts, the sole and exclusive right to prosecute (such term including filing of a patent application), maintain, and defend the Patents and Patent Applications and all related patents and applications as described in Paragraphs 1 and 2 above, including without limitation any opposition proceedings, reissue applications, reexaminations, post grant reviews, inter partes reviews and nullity or invalidity proceedings. Assignor authorizes all governmental bodies having the power to issue patents, reissues, inventor's certificates or utility models to issue a patent, reissue, inventor's certificate or utility model based on the Patents and Patent Applications or any related applications as described in Paragraphs 1 and 2 above in the name of Assignee.

4. Assignor agrees upon request and without further consideration, but at Assignee's expense: (a) to assist Assignee in prosecuting the Patents and Patent Applications and all related applications as described in Paragraphs 1 through 3 above, as well as opposition proceedings, reissue applications, reexaminations, post grant reviews, inter partes reviews and nullity or invalidity proceedings, (b) to provide Assignee with information concerning the Patents and Patent Applications to enable Assignee to obtain, secure and protect the rights granted under this Assignment; (c) to sign papers to enable Assignee to obtain, secure and protect the rights granted under this Assignment; and (d) to perform all acts reasonable necessary to enable Assignee to obtain, secure and protect the rights granted under this Assignment.

5. Assignor warrants and covenants that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the Assignor, and that the full right to convey the same as herein expressed is possessed by the Assignor.

6. Assignor agrees and acknowledges that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the assigns, representatives and successors of the undersigned Assignor and extend to the successors, assigns and nominees of the Assignee.

7. Assignee may assign the rights granted to it under this Assignment in whole or in part. All references herein to Assignee include any successors, assigns, or nominees of Assignee.

8. Assignor acknowledges that Assignee has provided, and Assignor has received, valuable consideration sufficient and adequate for the rights granted to Assignee under this Assignment.

9. This Assignment shall be effective upon execution by the respective authorized representatives of Assignor and Assignee, and the parties hereto agree that a true photocopy of this Assignment shall serve as evidence of same.

ASSIGNOR:

MONTANA TECH OF THE
UNIVERSITY OF MONTANA

June 6, 2016
Date

Beverly K. Hartline
By: Beverly K. Hartline
Title: Vice Chancellor for Research

ASSIGNEE:

BATTELLE ENERGY ALLIANCE, LLC

6/3/16
Date

Mark A. Kaczor
By: Mark A. Kaczor
Title: Acting Director,
Technology Deployment

Exhibit C.1
Assigned Intellectual Property

1. U.S. Patent 8,352,204, BEA Attorney Docket No. BA-395, entitled "Method of Detecting System Function by Measuring Frequency Response," granted 1/8/2013.
2. Patent Cooperation Treaty, PCT/US10/38401, BEA Attorney Docket No. BA-395, entitled "Method of Detecting System Function by Measuring Frequency Response," Expired.
3. U.S. Patent 8,150,643, BEA Attorney Docket No. BA-396, entitled "Method of Detecting System Function by Measuring Frequency Response," granted 4/3/2012.
4. U.S. Patent 9,244,130, BEA Attorney Docket No. BA-396C1, entitled "Method of Detecting System Function by Measuring Frequency Response," granted 1/26/2016.
5. U.S. Patent 8,868,363, BEA Attorney Docket No. BA-421, entitled "Method of Estimating Pulse Response Using an Impedance Spectrum," granted 10/21/2014.
6. Patent Cooperation Treaty, PCT/US2010/038358, BEA Attorney Docket No. BA-421, entitled "Method of Estimating Pulse Response Using an Impedance Spectrum," Expired.
7. U.S. Patent 8,762,109, BEA Attorney Docket No. BA-480, entitled "Crosstalk Compensation in Analysis of Energy Storage Devices," granted 6/24/2014.
8. Patent Cooperation Treaty, PCT/US11/35052, BEA Attorney Docket No. BA-480, entitled "In-situ Real-time Energy Storage Device Impedance Identification," Expired.
9. Patent Cooperation Treaty PCT/US11/35043, BEA Attorney Docket No. BA-487, entitled "In-situ Real-time Energy Storage Device Impedance Identification," Expired.
10. U.S. Patent Application 13/100,170, BEA Attorney Docket No. BA-487, entitled "In-situ Real-time Energy Storage Device Impedance Identification," Expired.
11. U.S. Patent 7,395,163, BEA Attorney Docket No. BA-559, entitled "Method of Detecting System Function by Measuring Frequency Response," granted 07/01/2008.
12. U.S. Patent Application 61/831,001, BEA Attorney Docket No. BA-706, entitled "Apparatuses and Methods for Testing Electrochemical Cells by Measuring Frequency Response," filed 7/1/2013.
13. U.S. Patent Application 14/296,321, BEA Attorney Docket No. BA-706, entitled "Apparatuses and Methods for Testing Electrochemical Cells by Measuring Frequency Response," filed 6/4/2014.
14. U.S. Patent Application 14/789,959, BEA Attorney Docket No. BA-822, entitled "Energy Storage Cell Impedance Measuring Apparatus, Methods and Related Systems", filed 07/01/2015.
15. U.S. Patent Application 15/060,183, BEA Invention Disclosure BA-866, entitled "Device, System, and Method for Measuring Internal Impedance of a Test Battery Using Frequency Response", filed 3/3/2016.