# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DAVID S. DEAK	03/30/2014
IVANA POLIM	04/07/2014
DAVID J. BRADWELL	04/03/2014
PAUL BURKE	03/31/2014

## **RECEIVING PARTY DATA**

Name:	AMBRI INC.
Street Address:	237 PUTNAM AVENUE
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02139

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14975587

## CORRESPONDENCE DATA

**Fax Number:** (650)493-6811

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.

**Phone:** 650-493-9300

Email: cehui@wsgr.com

Correspondent Name: WILSON SONSINI GOODRICH & ROSATI

Address Line 1: 650 PAGE MILL ROAD

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	43519-715.301
NAME OF SUBMITTER:	CECILIA HUI
SIGNATURE:	/Cecilia Hui/
DATE SIGNED:	07/28/2016

### **Total Attachments: 4**

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PATENT REEL: 039303 FRAME: 0407

# Docket Number 43519-715.201 PATENT ASSIGNMENT WHEREAS, the undersigned: 4. BURKE, Paul 2. POLIM, Ivana 3. BRADWELL, David J. 1. DEAK, David S. Framingham, MA Cambridge, MA Boston, MA Cambridge, MA (hereinafter "Inventor(s))," have invented certain new and useful improvements in SYSTEMS AND METHODS FOR RECYCLING ELECROCHEMICAL ENERGY STORAGE DEVICES for which application serial number 14/210.051 was filed on March 13, 2014 in the United States Patent 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, Ambresone, a corporation of the State of Delaware, having a place of business at 237 Putnam Avenue, Cambridge, MA 02139. (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: Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignce 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; (c) 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. 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 Assignce 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. 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. 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. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or trenty, 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. 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

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

Date:	David S, Deak	Date: 04/03/2014	David J. Bradwell
Date:	Ivana Polim	Date:	Paul Burke

of which together constitute one and the same agreement.

# Docket Number 43519-715.201 PATENT ASSIGNMENT WHEREAS, the undersigned: 4. BURKE, Paul 3. BRADWELL, David J. 2. POLIM, Ivana 1. DEAK, David S. Framingham, MA Boston, MA Cambridge, MA Cambridge, MA (hereinafter "Inventor(s))," have invented certain new and useful improvements in SYSTEMS AND METHODS FOR RECYCLING ELECROCHEMICAL ENERGY STORAGE DEVICES for which application serial number 14/210,051 was filed on March 13, 2014 in the United States Patent 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, Ambri-Inc., a corporation of the State of Delaware, having a place of business at 237 Putnam Avenue, Cambridge, MA 02139. (hereinafter "Assignce"), 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: 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. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignce 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. The terms and covenants of this assignment shall inure to the benefit of said Assignce, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns. 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. 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.

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 Assignee as of the dates written below:

Date: <u>2014-03-30</u>	David S. Deak	Date:	David J. Bradwell
Date:	Ivana Polim	Date:	Paul Burke

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	PATENT ASSIGNMENT	Doc	ket Number 43519-715.201
WHEREAS, the undersigned:			
DEAK, David S. Cambridge, MA	2. POLIM, Ivana Cambridge, MA	3. BRADWELL, David J Boston, MA	. 4. BURKE, Poul Framingham, MA
(hereinafter "Inventor(s))," hav	e invented certain new and useful impr	ovements in	
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"Application(s)". The term "Aj	serial number <u>14/210.051</u> was filed or oplication(s)" also includes all patent ap	plications that share or claim prior	ity to or from the above application(s).
(hereinafter "Assignee"), is det therein, and in and to all embo- inventor(s) (hereinafter collect protection thereon granted in the	poration of the State of <u>Delaware</u> , having the entire right, title diments of the inventions, heretofore convely referred to as "Inventions"), and in the United States, foreign countries, or unvention for the Protection of Industrial	and interest in and to said Applicat necived, made or discovered, whet n and to any and all patents, invent nder any international convention,	ion(s), and the inventions disclosed her jointly or severally, by said or's certificates and other forms of agreement, protocol, or treaty, including
NOW, THEREFORI full from said Assignce:	in consideration of good and valuable	consideration acknowledged by st	sid Inventor(s) to have been received in
said inventions; (b) in and to sa application that is a divisional, and every patent issuing or reis	aid Applications, including the right to substitution, continuation, or continuat suing from any of the foregoing; (e) in	claim priority to and from said App ion-in-part of any of said Applicati and to each and every reissue, res	atire right, title and interest (a) in and to dication(s); (c) in and to each and every on(s); (d) in and to said Patent(s) and each examination, renewal or extension of any ted States and corresponding to any of the
extent the right, title and interesprotocol, or treaty. Such coopexecution of petitions, oaths, s said Assignee (a) for perfecting Inventions; (c) for filing and procecuting applications for relegal proceedings involving sa and resymmations, opposition	id Inventions and any applications there	foreign countries, or under any im prompt production of pertinent fac rs, and other assistance all to the ex- erest herein conveyed; (b) for pros- ping or additional applications cover terference or other priority process for and any Patent(s) granted there priority contests, public use proce	ternational convention, agreement, ets and documents, giving of testimony, atent deemed necessary or desirable by ecuting any applications covering said aing said Inventions; (d) for filing and lings involving said Inventions; and (f) for on, including without limitation reissues
3. The terms representatives, and shall be b	and covenants of this assignment shall inding upon said Inventor(s), their respo	inure to the benefit of said Assigne ective heirs, legal representatives at	e, its successors, assigns and other legal ad assigns.
4. Said Inven	stor(s) hereby warrant, represent and co standing in conflict herewith.	venant that said Inventor(s) have no	ot entered and will not enter into any
5. Said Inver convention, agreement, protoc successors, legal representative	stor(s) hereby request that any Patent(s) ol, or treaty, be issued in the name of the es and assigns.	issuing in the United States, foreig the Assignee, or its successors and a	n countries, or under any international ssigns, for the sole use of said Assignee, its
conflict of law principles. If a	ment will be interpreted and construed my provision of this instrument is found	to be illegal or unenforceable, the	State of California, without regard to other provisions shall remain effective and the of which is decreed an original but all

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

Date:	David S. Deak	Date:	David J. Bradwell
Date:	Ivana Polim	Date: 3/3///4	Facil Burke

Page 1 of 1

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	**************************************	
-0000000000000000000000000000000000000	PATENT ASSIGNMENT	Docket Number 43519-713.201
WHEREAS, the undersigned:	**************************************	
1. DEAK, David S. Combridge, MA	2. POLIM, Ivana Cambridge, MA	3. BRADWELL, David J. 4. BURKE, Paul Boston, MA Framingham, MA
(hereinaster "Inventor(s))," ha	ve invented certain new and useful impr	ovenents in
Systems and	METHODS FOR RECYCLING	elecrochemical energy storage devices
"Application(s)". The term "A WHEREAS, Ambrit Inc., a co (bereinafter "Assignes"), is de therein, and in and to all embel laventor(s) (hereinafter collect protection thereon granted in those filed under the Paris Co	pplication(s)" also includes all patent ay promition of the State of <u>Delaware</u> , having the entire right, title stiments of the inventions, heretofore continents of the inventions, heretofore contively referred to as "laventions"), and if the United States, foreign countries, or united.	n March 13, 2014 in the United States Patent Office, (hereinafter, pplications that share or claim priority to or from the above application(s). ag a place of business at 237 Putnem Avenue. Combridge. MA 02139, and interest in and to said Application(s), and the inventions disclosed anceived, made or discovered, whether jointly or severally, by said a need to any end all patents, inventor's certificates and other forms of ander any international convention, agreement, protocol, or areaty, including Property, The Patent Cooperation Treaty or otherwise (hereinafter
"Patent(s)"). NOW, THEREFOR full from said Assignee:	E, in consideration of good and valuable	e consideration acknowledged by said Inventor(s) to have been received in
said inventions; (b) in and to a application that is a divisional and every patent issuing or re	said Applications, including the right to , substitution, continuation, or continual issuing from any of the foregoing: (e) is	ed convey unto said Assignee the entire right, title and interest (a) in and to claim priority to and from said Application(s); (c) in and to each and every lon-in-part of any of said Application(s); (d) in and to said Patent(s) and each and to each and every reissue, resumination, renewal or extension of any and application filed outside the United States and corresponding to any of the
extent the right, title and inter protocol, or treaty. Such coop- execution of petitions, onths, said Assigner (a) for perfects inventions; (c) for filing and p prosecuting applications for a legal proceedings involving a and recommentions, opposite	est herein conveyed in the United States peration by said inventor(s) shall include specifications, declarations or other papa ag in said Assignee the right, title and in prosecuting substitute, divisional, contin elssuance of any said Putent(s); (e) for in ald inventions and any applications then an proceedings, concellation proceedings	operate with said Assignee to enable said Assignee to enjoy to the fullest specified countries, or under any international convention, agreement, prompt production of pertinent facts and documents, giving of testimony, are, and other assistance all to the extent deemed necessary or desirable by terest herein conveyed; (b) for prosecuting my applications covering said using or additional applications covering said Inventions; (d) for filing and merference or other priority proceedings involving said Inventions; and (f) for for and any Patent(s) granted thereon, including without limitation reissues a priority contests, public use proceedings, infringement actions and court I Inventor(s) in providing such cooperation shall be paid for by said Assignee
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4. Said Inve	ntor(s) hereby warrant, represent and ca rstanding in conflict herewith.	venunt that said inventor(s) have not entered and will not cuter into any
5. Said Invectory convention, agreement, proto successors, legal representative	col, or trenty, be issued in the name of the	issuing in the United States, foreign countries, or under any international he Assignce, or its successors and assigns, for the sole use of said Assignce, i
conflict of law principles. If	any provision of this instrument is found tent permitted by law. This instrument i	in accordance with the laws of the State of California, without regard to it to be illegal or unenforceable, the other provisions shall ramain effective an may be executed in counterparts, each of which is deemed on original, but all

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

Date:	<sub>DOM</sub> ONNECTOR CONTROL	Dayid S. Deak	Date:	David J. Bradwell	
Date: ,	04/07/14	Ivana Polim	Date:	Paul Burke	
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**RECORDED: 08/01/2016** 

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