

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4093453

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CPT IP HOLDINGS, LLC	09/02/2016

RECEIVING PARTY DATA

Name:	TRAVERSE TECHNOLOGIES CORP.
Street Address:	11100 SANTA MONICA
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90025

PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	8420258
Patent Number:	8658310
Patent Number:	8481214
Patent Number:	8652683
Patent Number:	9349544
Application Number:	13779571
Application Number:	13779522
Application Number:	13779472
Application Number:	13868957
Application Number:	14176137
Application Number:	14262497
Application Number:	14262514
Application Number:	14262528
Application Number:	14625372
Application Number:	61067018
Application Number:	61130679
Application Number:	61254090
Application Number:	61603833
Application Number:	61615179
Application Number:	61677317

PATENT

Property Type	Number
Application Number:	61752437
Application Number:	61806819
Application Number:	61868002
Application Number:	61904417
Application Number:	61910955

CORRESPONDENCE DATA

Fax Number: (612)332-9081

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: 6123325300

Email: kschultz@merchantgould.com

Correspondent Name: E. JOSEPH GESS

Address Line 1: P.O. BOX 2903

Address Line 4: MINNEAPOLIS, MINNESOTA 55402-0903

ATTORNEY DOCKET NUMBER: 17619.00000002

NAME OF SUBMITTER: E. JOSEPH GESS

SIGNATURE: /E. Joseph Gess/

DATE SIGNED: 10/12/2016

Total Attachments: 8

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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into this 2nd day of September 2016 (the "Effective Date") by and between CPT IP Holdings, LLC (the "*Assignor*") and Traverse Technologies Corp. ("*Assignee*").

RECITALS

A. Assignor is the owner of (select as appropriate):

- the United States Patents set forth on Appendix A hereto (the "US Patents");
- the non-United States patents set forth on Appendix B hereto (the "Foreign Patents");
- the United States patent applications set forth on Appendix C hereto (the "US Patent Applications");
- the United States provisional patent applications set forth on Appendix D hereto (the "US Provisional Patent Applications"); and/or
- the foreign patent applications set forth on Appendix E hereto (the "Foreign Patent Applications");

which collectively shall be referred to herein as the "Patents".

B. Assignor and Assignee have agreed by way of a purchase agreement (the "Purchase Agreement") dated August 3, 2016, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement. In the event of any conflict between the terms of this Patent Assignment Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, privilege, title and interest in, to and under the Patents and in the case of patent applications in and to any patents that may issue therefrom, including, in all instances, any counterparts of any of the foregoing in any jurisdiction throughout the world, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other

international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, information, rendering of accounts, destruction of infringing goods, payments, royalties, income or other remuneration (hereinafter "Damages") now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) by reason of past, present and future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for, counterclaim, recover and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives. Assignee hereby accepts this assignment.

2. Insofar as this assignment concerns European patents and patent applications, Assignor hereby agrees that the assignment will be recorded in the register with the European Patent Office and/or national patent offices; and Assignee hereby declares that Assignee has agreed to the assignment of the aforementioned Patents to it and that Assignee will simultaneously apply for recording of the assignment in the register with the European Patent Office and/or national patent offices.

3. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

6. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Assignment on the Effective Date.

Assignor: CPT/IP Holdings, LLC

By: _____

Name: Ronald Anthony Rojas
Name: Ronald Anthony Rojas

Title: CEO

Assignee: Traverse Technologies Corp.

By: _____

Name: David B. Cox
Name: David B. Cox

Title: CEO

APPENDIX A

TO ASSIGNMENT AGREEMENT

US	8,658,310	High Capacity Electrodes
US	8,420,258	High Capacity Electrodes
US	8,481,214	Electrodes Including Support Filament With Collar Stop
US	8,652,683	High Capacity Electrodes
US	9,349,544	Hybrid Energy Storage Devices Including Support Filaments

APPENDIX B

TO ASSIGNMENT AGREEMENT

CN	101953014	High Capacity Electrodes
JP	5765942	High Capacity Electrodes
KR	101513384	High Capacity Electrodes
KR	101307623	High Capacity Electrodes
KR	101503659	High Capacity Electrodes
KR	101513384	High Capacity Electrodes

APPENDIX C

TO ASSIGNMENT AGREEMENT

US	2013-0169238	Hybrid Energy Storage Device Charging
US	2013-0171340	Hybrid Energy Storage Device Production
US	2013-0171512	Hybrid Energy Storage Devices Including Surface Effect Dominant Sites
US	2013-0244107	Hybrid Energy Storage Devices
US	2014-0154593	High Capacity Energy Storage
US	2014-0234711	Energy Storage Devices
US	2014-0234712	Energy Storage Devices Including Support Filaments
US	2014-0234713	Energy Storage Devices Including Silicon and Graphite
US	2015-0236342	Lithium-ion Battery Anode Including Preloaded Lithium

APPENDIX D

TO ASSIGNMENT AGREEMENT

US	61/067,018	Conducting electrode using carbon nano-tubes (CNT's)/carbon nano-fibers (CNFs) grown directly on the electrode with or without an activation layer
US	61/130,679	High capacity electrodes in a secondary battery
US	61/254,090	Electrodes Including Collar Stop
US	61/603,833	Enhanced Power Lithium-Ion Electrode
US	61/615,179	Energy Storage Devices
US	61/677,317	High Power High Energy Storage Devices
US	61/752,437	Energy Storage Device
US	61/806,819	High Performance Lithium-ion Battery Electrode: Silicon Coated on Vertically Aligned Carbon Nanofibers
US	61/868,002	Battery Including Cathode
US	61/904,417	Energy Storage Device Including Over-layer
US	61/910,955	Hybrid Energy Storage Devices

APPENDIX E

TO ASSIGNMENT AGREEMENT

CN	102044659	Electrodes including collar stop
CN	104393257	High Capacity Electrodes
CN	104247089	Hybrid Energy Storage Devices
DE	112009000443.1	Elektroden mit hoher Kapazität
EP	EP2820694	Hybrid Energy Storage Devices
GB	GB2512230	Energy storage devices
HK	HK1202345	Hybrid energy storage devices including support filaments
JP	2011-108639	Electrodes including collar stop
JP	2015-043331	High Capacity Electrodes
JP	2015-149292	Electrodes including collar stop
KR	1020110044158	Electrodes including collar stop
KR	1020140148399	Hybrid Energy Storage Devices
KR	1020150058143	Hybrid energy storage devices including support filaments
SG	11201405271X	Hybrid Energy Storage Devices
PCT	WO/2009/108731	High Capacity Electrodes
PCT	WO/2013/130677	Hybrid Energy Storage Devices
PCT	WO/2014/110604	High Capacity Energy Storage