11/01/2016 504076845

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4123512

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DALE HILL	08/12/2009
MICHAEL WALKER	08/11/2009
SHAUN ONORATO	08/11/2009
DONALD MORRIS	08/12/2009
STEPHEN MISENCIK	08/12/2009
JOHN WINKEL	08/13/2009

RECEIVING PARTY DATA

Name:	PROTERRA LLC
Street Address:	16360 TABLE MOUNTAIN PKWY
City:	GOLDEN
State/Country:	COLORADO
Postal Code:	80403

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	9252417
Application Number:	14992900

CORRESPONDENCE DATA

Fax Number: (202)450-5538

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: 202-808-3550

Email: fpurnell@bookoffmcandrews.com **Correspondent Name:** BOOKOFF MCANDREWS, PLLC

2401 PENNSYLVANIA AVENUE, NW, SUITE 450 Address Line 1:

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ATTORNEY DOCKET NUMBER:	41-01-01 AND 41-01-03
NAME OF SUBMITTER: BIJU CHANDRAN, REG. NO. 63,684	
SIGNATURE:	/Biju Chandran/
DATE SIGNED:	11/01/2016

PATENT REEL: 040189 FRAME: 0899 504076845

Total Attachments: 6 source=assignment (AND 41-01-03) 00154631#page1.tif source=assignment (AND 41-01-03) 00154631#page2.tif source=assignment (AND 41-01-03) 00154631#page3.tif source=assignment (AND 41-01-03) 00154631#page4.tif source=assignment (AND 41-01-03) 00154631#page5.tif

source=assignment (AND 41-01-03) 00154631#page6.tif

PATENT REEL: 040189 FRAME: 0900

Docket Number 36033-701.201 ASSIGNMENT OF APPLICATION WHEREAS, the undersigned: 2. Michaul Walker 3. Shaun Onorato 1. Dale Hill Evergreen, CO Thornton, CO Superior, CO 5. Stephon Misencik 4. Donald Morris 6. John Winkel Raleigh, NC Conifer, CO Thornton, CO (hereinafter "Inventor(s))," have invented certain new and useful improvements in VEHICLE BATTERY SYSTEMS AND METHODS for which Application No. 12/459.974 was filed on June 26, 2009 in the United States Patent Office: (hereinafter "Application(s)"). WHEREAS, Proterra (L.C., a corporation of the State Colorado, having a place of business at 16360 Table Mountain Plany, Golden, CO 80403, (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 concelved, 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 (hereinefter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. 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, essign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property. The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted un said Inventions in the United States, in any fureign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s). 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 prempt 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 Assignen (a) for perfecting in said Assignce the right, title and interest herein conveyed; (b) for prosecuting any applications covering sald Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions: (d) for filing and prosecuting applications for relasuance of any said Patent(s); (e) for interference or other priority proceedings involving said inventions; and (f) for logal 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 the expense 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 honefit 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 and represent that they 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) lasting in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, he issued in the name of the Assignce, or its successors and assigns, for the sole use of said Assignce, its successors, legal representatives and assigns. r(s) have executed and delivered this instrument to said Assigned as of the dates written below; IN WITNESS WHEREOF Date: Michael Walker Date: Date: Shaun Onorato Donald Morris Dake: ___ Date: ____ John Winkel Stephen Misencik RECEIVED AND AGREED TO BY ASSIGNED: By: Date: Name: Title:

3769964 1 NO

PATENT REEL: 023099 FRAME: 0420 PATENT

ASSIGNMENT OF APPLICATION Docket Number 36033-701.201 WHEREAS, the undersigned: I. Dale Hill 2. Michael Walker 3. Shaun Onorato Evergreen, CO Thornton, CO Superior, CO 5. Stephen Misencik 4. Donald Morris 6. John Winkel Raleigh, NC Conifer, CO Thornton, CO (hereinafter "Inventor(s))," have invented certain new and useful improvements in VEHICLE BATTERY SYSTEMS AND METHODS for which Application No. 12/459.074 was filed on June 26, 2009 in the United States Patent Office; (hereinafter "Application(s)"). WHEREAS, Proterra LLC, a corporation of the State Colorado, having a place of business at 16360 Table Mountain Pkyyy, Golden, CO 80403, (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 (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, 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, including the right to claim priority to said to entions: (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property. The Patent Cooperation Treaty or otherwise; (e) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, proceed, or treaty, including each and every application filed and any and all Patents) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s). Said Inventor(s) hereby coveranc 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 berein 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 freentions; 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 the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assence. 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) nereby warrant and represent that they 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, he 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. IN WITNESS WHERUOF, said Inventor(s) pave executed and delivered this instrument to said Assignee as of the dates written below; Date: 8-11-09 Date: Shauo Onorato Donald Morris Date: John Winkel Stephen Miseneila

By:

Name: Title:

RECEIVED AND AGREED TO BY ASSIGNED:

Date:

PATENT REEL: 023099 FRAME: 0421

PATENT

p. 1

ASSIGN	MENT OF APPLICATIO	N		Docket Number 36033-701,201
WHEREAS, the undersigned:	, , , , , , , , , , , , , , , , , , , ,			
1. Dale Hill	2. Michael Wa		. 3	Shaun Onorato
Evergreen, CO	Thornton, C 5. Stephen Mis			Superior, CO
4. Donald Morris Conifer, CO	Releigh, NC			i, John Winkel Thomton, CO
(hereinafter "Inventor(s))," have invented	certain new and useful impre	vements in		
	VEHICLE BATTER	Y SYSTEMS	AND METH	ODS
for which Application No. 12/4	59,074 was filed on June 26,	2002 in the Unite	d States Patent C	Office; (hereinafter "Application(s)").
WHEREAS, <u>Proterra LLC</u> , a corporation of the State Colorado, having a place of business at 16360 Table Mountain Pkwy. Golden, CO 80403, (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 (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, granted, protocol or treaty				
NOW, THEREFORE, in consideral designee;	leration of good and valuable	consideration ac	knowledged by sa	aid Inventor(s) to have been received in full from
I. 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, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Passai(s), including those flied under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or pulserwise; (c) in and to any and all application-filed and say and all Patent(s) granted on said inventions in the United Etates, in the foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation, or extensions of any of said Patent(s).				
right, title and interest herein conveyed in cooperation by said Inventor(s) shall inclu specifications, declarations or other paper Assignee the right, title and interest hereit divisional, continuing or additional applic (e) for interference or other priority proce- therefor and any Patent(s) granted thereon	the United States, foreign conde prompt production of perts, and other assistance all to the conveyed; (b) for prosecuting actions covering said Invention dings involving said Invention, including without limitation infringement actions and cour	untries, or under a inent facts and do he extent deemed ig any application as; (d) for filing a ons; and (f) for le reissues and reco	any international currents, giving necessary or des s covering said is nd prosecuting at gal proceedings is carninations, opport	e said Assigned to enjoy to the fullest extent the convention, agreement, protocol, or treaty. Such of testimony, execution of petitions, oaths, irable by said Assigned (a) for perfecting in said eventions; (c) for filing and prosecuting substitute, pplications for reissuance of any said Patent(s); provolving said Inventions and any applications exition proceedings, cancellation proceedings, the expense incurred by said Inventor(s) in
3. The terms and coven representatives, and shall be binding upon				e, its successors, assigns and other legal d assigns.
4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.				
				on countries, or under any international convention, sole use of said Assignee, its successors, legal
IN WITNESS WHEREOF, said	Inventor(s) have executed a	ad delivered this:	instrument to said	i Assignee as of the dates written below:
Date:		Date:		
Dale Hill	$\bigcirc \mathcal{V}_{n}$			Michael Walker
Date: 8/11/69 Shaun One	urato &	Date:		The second of th
		~		Donald Morris
Date: Stephen M	isencik	Date:		John Winkel
RECEIVED AND AGREED TO BY	ABSIGNEE:			
Date:		Ву:		
		Name: Title:		

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PATENT REEL: 023099 FRAME: 0422

PATENT

Docket Number 36033-701,201 ASSIGNMENT OF APPLICATION WHEREAS, the undersigned: 2. Michael Walker 3. Shaun Onorato 1. Dale Hill Evergreen, CO Thornton, CO Superior, CO 5. Stephen Misencik 6. John Winkel 4. Donald Morris Raleigh, NC Conifer, CO Thornton, CO (hereinafter "Inventor(s))," have invented certain new and useful improvements in VEHICLE BATTERY SYSTEMS AND METHODS for which Application No. 12/459.074 was filed on June 26, 2009 in the United States Patent Office; (hereinafter "Application(s)"). WHEREAS, <u>Proterra LLC</u>, a corporation of the State Colorado, having a place of business at <u>16360 Table Mountain Pkwy, Golden, CO 80403</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 (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. 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, including the right to claim priority to said inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s). 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); (c) for interference or other priority proceedings involving sald 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 the expense 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 and represent that they 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. IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignce as of the dates written below: Dale Hill Shaun Onorato Date: Stephen Misencik John Winkel RECEIVED AND AGREED TO BY ASSIGNEE:

Name: Title:

> PATENT REEL: 023099 FRAME: 0423 PATENT

As	SIGNMENT OF APPLICATION	Docket Number 36033-701.201		
WHEREAS, the undersigned:		**************************************		
1. Dale Hill Evergreen, CO	2. Michael Walker	3. Shaun Onorato		
,	Thornton, CO	Superior, CO		
Donald Morris Conifer, CO	 Stephen Misencik Raleigh, NC 	6. John Winkel Thornton, CO		
(hereinafter "Inventor(s))," have in	vented certain new and useful improvements in			
	VEHICLE BATTERY SYSTEM	S AND METHODS		
for which Application N	o. <u>12/459.074</u> was filed on <u>June 26, 2009</u> in the Un	ited States Patent Office; (hereinafter "Application(s)").		
WHEREAS, <u>Proterra LLC</u> , a corporation of the State Colorado, having a place of business at <u>16360 Table Mountain Pkwy. Golden, CO 80403</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 cortificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.				
NOW, THEREFORE, in said Assignee:	consideration of good and valuable consideration	acknowledged by said Inventor(s) to have been received in full from		
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, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said 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 applications for relsaunce 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 relsaues and reexaminations, opposition proceedings, cancellation proceedings, public use proceedings, infringement actions and court actions; provided, however, that the expense 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(understanding in conflict herewith,	4. Said Inventor(s) hereby warrant and represent that they 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.				
IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:				
Date:	· Date: _	Malani Wallan		
		Michael Walker		
Date:	Date:	Donald Morris		
Date: 124609 Step	Date:	John Winkel		
RECEIVED AND AGREED TO	O BY ASSIGNEE:	•		
Date:	Ву:			

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PATENT REEL: 023099 FRAME: 0424 PATENT

ASSIGNMENT OF APPLICATION		Docket Number 36033-701.201	
WHEREAS, the undersigned: 1. Dale Hill Evergreen, CO 2. Michael Walke Thornton, CO 3. Stephen Misener Conifer, CO 4. Donald Morris Conifer, CO (hereinafter "Inventor(s))," have invented certain new and useful improver	zik 6	Shaun Onorato Superior, CO John Winkel Thornton, CO	
	SYSTEMS AND METHO	ops	
for which Application No. 12/459,074 was filed on June 26, 2009 in the United States Patent Office; (hereinafter "Application(s)"). WHEREAS, Proterts LLC, a corporation of the State Colorado, having a place of business at 16360 Table Mountain Pkwy. Golden, CO 80403, (hereinafter "Assignee"), is destrous 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, inventors certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.			
NOW, THEREFORE, in consideration of good and valuable co said Assignce:	nsideration acknowledged by sa	nid Inventor(s) to have been received in full from	
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, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States perent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property. The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said 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 the expense 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 inurrepresentatives, and shall be binding upon said Inventor(s), their respective			
Said Inventor(s) hereby warrant and represent that they 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.			
IN WITNESS WHEREOF, said Inventor(s) have executed and	delivered this instrument to said	Assignee as of the dates written below:	
Date:Date Hill	Date:	Michael Walker	
Date: Shaun Onorato	Date:	D dd Mode	
Date: Stephen Misenelk	Date: 8/13/04	Donald Morris A. Www.f John Winkel	
RECEIVED AND AGREED TO BY ASSIGNEE:			
Date:	Name: Title:	The state of the s	

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PATENT REEL: 023099 FRAME: 0425

PATENT