

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	
<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>		
Phone:	202-808-3550	
Email:	fpurnell@bookoffmcandrews.com	
Correspondent Name:	BOOKOFF MCANDREWS, PLLC	
Address Line 1:	2401 PENNSYLVANIA AVENUE, NW, SUITE 450	
Address Line 4:	WASHINGTON, D.C. 20037	
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	

Total Attachments: 6

source=assignment (AND 41-01-03) 00154631#page1.tif

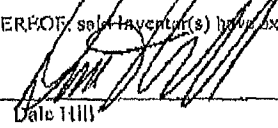
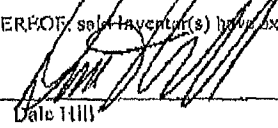
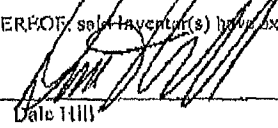
source=assignment (AND 41-01-03) 00154631#page2.tif

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

ASSIGNMENT OF APPLICATION		Docket Number 36033-701.201																					
<p>WHEREAS, the undersigned:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">1. Dale Hill Evergreen, CO</td> <td style="width: 33%; vertical-align: top;">2. Michael Walker Thornton, CO</td> <td style="width: 33%; vertical-align: top;">3. Shaun Onorato Superior, CO</td> </tr> <tr> <td style="vertical-align: top;">4. Donald Morris Conifer, CO</td> <td style="vertical-align: top;">5. Stephen Misencik Raleigh, NC</td> <td style="vertical-align: top;">6. John Winkel Thornton, CO</td> </tr> </table> <p>(hereinafter "Inventor(s)"), have invented certain new and useful improvements in</p> <p style="text-align: center;">VEHICLE BATTERY SYSTEMS AND METHODS</p> <p>for which Application No. <u>12/459,074</u> was filed on <u>June 26, 2009</u> in the United States Patent Office: (hereinafter "Application(s)").</p> <p>WHEREAS, <u>Proterra LLC</u>, a corporation of the State Colorado, having a place of business at <u>6360 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.</p> <p>NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:</p> <p>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 in 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 in 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).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Date: <u>8/12/09</u></td> <td style="width: 33%; text-align: center;"> Dale Hill</td> <td style="width: 33%;">Date: _____</td> </tr> <tr> <td></td> <td style="text-align: center;">Shaun Onorato</td> <td style="text-align: center;">Michael Walker</td> </tr> <tr> <td>Date: _____</td> <td></td> <td style="text-align: center;">Donald Morris</td> </tr> <tr> <td></td> <td style="text-align: center;">Stephen Misencik</td> <td style="text-align: center;">John Winkel</td> </tr> <tr> <td>Date: _____</td> <td></td> <td></td> </tr> </table>			1. Dale Hill Evergreen, CO	2. Michael Walker Thornton, CO	3. Shaun Onorato Superior, CO	4. Donald Morris Conifer, CO	5. Stephen Misencik Raleigh, NC	6. John Winkel Thornton, CO	Date: <u>8/12/09</u>	 Dale Hill	Date: _____		Shaun Onorato	Michael Walker	Date: _____		Donald Morris		Stephen Misencik	John Winkel	Date: _____		
1. Dale Hill Evergreen, CO	2. Michael Walker Thornton, CO	3. Shaun Onorato Superior, CO																					
4. Donald Morris Conifer, CO	5. Stephen Misencik Raleigh, NC	6. John Winkel Thornton, CO																					
Date: <u>8/12/09</u>	 Dale Hill	Date: _____																					
	Shaun Onorato	Michael Walker																					
Date: _____		Donald Morris																					
	Stephen Misencik	John Winkel																					
Date: _____																							
<p>RECEIVED AND AGREED TO BY ASSIGNEE:</p> <p>Date: _____ By: _____</p> <p style="margin-left: 400px;">Name: _____</p> <p style="margin-left: 400px;">Title: _____</p>																							

ASSIGNMENT OF APPLICATION

Docket Number 36033-701.201

WHEREAS, the undersigned:

- | | | |
|---------------------------------|------------------------------------|----------------------------------|
| 1. Dale Hill
Evergreen, CO | 2. Michael Walker
Thornton, CO | 3. Shaun Onorato
Superior, CO |
| 4. Donald Morris
Conifer, CO | 5. Stephen Misencik
Raleigh, NC | 6. John Winkel
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 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, 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:

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).

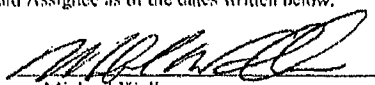
2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation 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 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 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 and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

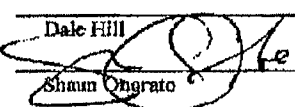

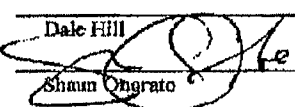

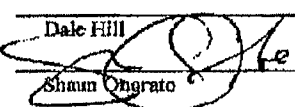

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal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

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

Date: _____	_____	Date: <u>8-11-09</u>	
	Dale Hill		Michael Walker
Date: _____	_____	Date: _____	_____
	Shaun Onorato		Donald Morris
Date: _____	_____	Date: _____	_____
	Stephen Misencik		John Winkel

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: _____	By: _____
	Name: _____
	Title: _____

ASSIGNMENT OF APPLICATION		Docket Number 36033-701.201															
<p>WHEREAS, the undersigned:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <p>1. Dale Hill Evergreen, CO</p> <p>4. Donald Morris Conifer, CO</p> </td> <td style="width: 33%; vertical-align: top;"> <p>2. Michael Walker Thornton, CO</p> <p>5. Stephen Misencik Raleigh, NC</p> </td> <td style="width: 33%; vertical-align: top;"> <p>3. Shaun Onorato Superior, CO</p> <p>6. John Winkel Thornton, CO</p> </td> </tr> </table> <p>(hereinafter "Inventor(s)"), have invented certain new and useful improvements in</p> <p style="text-align: center;">VEHICLE BATTERY SYSTEMS AND METHODS</p> <p>for which Application No. <u>12/459,074</u> was filed on <u>June 26, 2009</u> in the United States Patent Office; (hereinafter "Application(s)").</p> <p>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;</p> <p>NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:</p> <p>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).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:</p> <table style="width: 100%; border: none; margin-top: 10px;"> <tr> <td style="width: 25%;">Date: _____</td> <td style="width: 25%; text-align: center;">  Dale Hill </td> <td style="width: 25%;">Date: _____</td> <td style="width: 25%; text-align: center;"> _____ Michael Walker </td> </tr> <tr> <td>Date: <u>8/11/09</u></td> <td style="text-align: center;">  Shaun Onorato </td> <td>Date: _____</td> <td style="text-align: center;"> _____ Donald Morris </td> </tr> <tr> <td>Date: _____</td> <td style="text-align: center;"> _____ Stephen Misencik </td> <td>Date: _____</td> <td style="text-align: center;"> _____ John Winkel </td> </tr> </table>			<p>1. Dale Hill Evergreen, CO</p> <p>4. Donald Morris Conifer, CO</p>	<p>2. Michael Walker Thornton, CO</p> <p>5. Stephen Misencik Raleigh, NC</p>	<p>3. Shaun Onorato Superior, CO</p> <p>6. John Winkel Thornton, CO</p>	Date: _____	 Dale Hill	Date: _____	_____ Michael Walker	Date: <u>8/11/09</u>	 Shaun Onorato	Date: _____	_____ Donald Morris	Date: _____	_____ Stephen Misencik	Date: _____	_____ John Winkel
<p>1. Dale Hill Evergreen, CO</p> <p>4. Donald Morris Conifer, CO</p>	<p>2. Michael Walker Thornton, CO</p> <p>5. Stephen Misencik Raleigh, NC</p>	<p>3. Shaun Onorato Superior, CO</p> <p>6. John Winkel Thornton, CO</p>															
Date: _____	 Dale Hill	Date: _____	_____ Michael Walker														
Date: <u>8/11/09</u>	 Shaun Onorato	Date: _____	_____ Donald Morris														
Date: _____	_____ Stephen Misencik	Date: _____	_____ John Winkel														
<p>RECEIVED AND AGREED TO BY ASSIGNEE:</p> <p>Date: _____ By: _____</p> <p style="margin-left: 400px;">Name: _____</p> <p style="margin-left: 400px;">Title: _____</p>																	

ASSIGNMENT OF APPLICATION

Docket Number 36033-701.201

WHEREAS, the undersigned:

- | | | |
|---------------------------------|------------------------------------|----------------------------------|
| 1. Dale Hill
Evergreen, CO | 2. Michael Walker
Thornton, CO | 3. Shaun Onorato
Superior, CO |
| 4. Donald Morris
Conifer, CO | 5. Stephen Misencik
Raleigh, NC | 6. John Winkel
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 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, 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:

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 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 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 and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

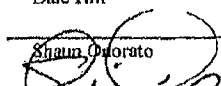

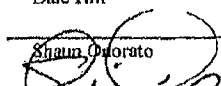

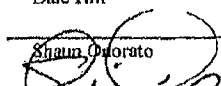

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal 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: _____	Dale Hill	Date: _____	Michael Walker
Date: _____	Shaun Onorato	Date: <u>8/12/09</u>	Donald Morris
Date: _____	Stephen Misencik	Date: _____	John Winkel

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: _____ By: _____
Name: _____
Title: _____

ASSIGNMENT OF APPLICATION		Docket Number 36033-701.201															
<p>WHEREAS, the undersigned:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <p>1. Dale Hill Evergreen, CO</p> <p>4. Donald Morris Conifer, CO</p> </td> <td style="width: 33%; vertical-align: top;"> <p>2. Michael Walker Thornton, CO</p> <p>5. Stephen Misencik Raleigh, NC</p> </td> <td style="width: 33%; vertical-align: top;"> <p>3. Shaun Onorato Superior, CO</p> <p>6. John Winkel Thornton, CO</p> </td> </tr> </table> <p>(hereinafter "Inventor(s)), have invented certain new and useful improvements in</p> <p style="text-align: center;">VEHICLE BATTERY SYSTEMS AND METHODS</p> <p>for which Application No. <u>12/459,074</u> was filed on <u>June 26, 2009</u> in the United States Patent Office; (hereinafter "Application(s)").</p> <p>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.</p> <p>NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:</p> <p>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).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:</p> <table style="width: 100%; border: none; margin-top: 10px;"> <tr> <td style="width: 25%;">Date: _____</td> <td style="width: 25%; text-align: center;">Dale Hill</td> <td style="width: 25%;">Date: _____</td> <td style="width: 25%; text-align: center;">Michael Walker</td> </tr> <tr> <td>Date: _____</td> <td style="text-align: center;"></td> <td>Date: _____</td> <td style="text-align: center;">Donald Morris</td> </tr> <tr> <td>Date: <u>12/24/09</u></td> <td style="text-align: center;"></td> <td>Date: _____</td> <td style="text-align: center;">John Winkel</td> </tr> </table>			<p>1. Dale Hill Evergreen, CO</p> <p>4. Donald Morris Conifer, CO</p>	<p>2. Michael Walker Thornton, CO</p> <p>5. Stephen Misencik Raleigh, NC</p>	<p>3. Shaun Onorato Superior, CO</p> <p>6. John Winkel Thornton, CO</p>	Date: _____	Dale Hill	Date: _____	Michael Walker	Date: _____		Date: _____	Donald Morris	Date: <u>12/24/09</u>		Date: _____	John Winkel
<p>1. Dale Hill Evergreen, CO</p> <p>4. Donald Morris Conifer, CO</p>	<p>2. Michael Walker Thornton, CO</p> <p>5. Stephen Misencik Raleigh, NC</p>	<p>3. Shaun Onorato Superior, CO</p> <p>6. John Winkel Thornton, CO</p>															
Date: _____	Dale Hill	Date: _____	Michael Walker														
Date: _____		Date: _____	Donald Morris														
Date: <u>12/24/09</u>		Date: _____	John Winkel														
<p>RECEIVED AND AGREED TO BY ASSIGNEE:</p> <p>Date: _____ By: _____</p> <p style="margin-left: 350px;">Name: _____</p> <p style="margin-left: 350px;">Title: _____</p>																	

3752869_1.DOC

PATENT
REEL: 023099 FRAME: 0424
PATENT
REEL: 040189 FRAME: 0905

ASSIGNMENT OF APPLICATION		Docket Number 36033-701.201																		
<p>WHEREAS, the undersigned:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">1. Dale Hill Evergreen, CO</td> <td style="width: 33%; vertical-align: top;">2. Michael Walker Thornton, CO</td> <td style="width: 33%; vertical-align: top;">3. Shaun Onorato Superior, CO</td> </tr> <tr> <td style="vertical-align: top;">4. Donald Morris Conifer, CO</td> <td style="vertical-align: top;">5. Stephen Misencik Raleigh, NC</td> <td style="vertical-align: top;">6. John Winkel Thornton, CO</td> </tr> </table> <p>(hereinafter "Inventor(s)), " have invented certain new and useful improvements in</p> <p style="text-align: center;">VEHICLE BATTERY SYSTEMS AND METHODS</p> <p>for which Application No. <u>12/459,074</u> was filed on <u>June 26, 2009</u> in the United States Patent Office; (hereinafter "Application(s)").</p> <p>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.</p> <p>NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:</p> <p>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).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:</p> <table style="width: 100%; border: none; margin-top: 10px;"> <tr> <td style="width: 25%;">Date: _____</td> <td style="width: 25%; text-align: center;">Dale Hill</td> <td style="width: 25%;">Date: _____</td> <td style="width: 25%; text-align: center;">Michael Walker</td> </tr> <tr> <td>Date: _____</td> <td style="text-align: center;">Shaun Onorato</td> <td>Date: _____</td> <td style="text-align: center;">Donald Morris</td> </tr> <tr> <td>Date: _____</td> <td style="text-align: center;">Stephen Misencik</td> <td>Date: <u>8/13/09</u></td> <td style="text-align: center;"><i>J. Winkel</i> John Winkel</td> </tr> </table>			1. Dale Hill Evergreen, CO	2. Michael Walker Thornton, CO	3. Shaun Onorato Superior, CO	4. Donald Morris Conifer, CO	5. Stephen Misencik Raleigh, NC	6. John Winkel Thornton, CO	Date: _____	Dale Hill	Date: _____	Michael Walker	Date: _____	Shaun Onorato	Date: _____	Donald Morris	Date: _____	Stephen Misencik	Date: <u>8/13/09</u>	<i>J. Winkel</i> John Winkel
1. Dale Hill Evergreen, CO	2. Michael Walker Thornton, CO	3. Shaun Onorato Superior, CO																		
4. Donald Morris Conifer, CO	5. Stephen Misencik Raleigh, NC	6. John Winkel Thornton, CO																		
Date: _____	Dale Hill	Date: _____	Michael Walker																	
Date: _____	Shaun Onorato	Date: _____	Donald Morris																	
Date: _____	Stephen Misencik	Date: <u>8/13/09</u>	<i>J. Winkel</i> John Winkel																	
<p>RECEIVED AND AGREED TO BY ASSIGNEE:</p> <p>Date: _____ By: _____</p> <p style="margin-left: 400px;">Name: _____</p> <p style="margin-left: 400px;">Title: _____</p>																				

3752869_1.DOC