

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4132264

|   |                                |                       |
|---|--------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                 |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                     |                       |
| <b>CONVEYING PARTY DATA</b>   |                                |                       |
|   | <b>Name</b>                    | <b>Execution Date</b> |
|   | BASF SE                        | 08/25/2016            |
| <b>RECEIVING PARTY DATA</b>   |                                |                       |
| <b>Name:</b>  | SION POWER CORPORATION         |                       |
| <b>Street Address:</b>  | 2900 E. ELVIRA ROAD            |                       |
| <b>City:</b>  | TUCSON                         |                       |
| <b>State/Country:</b>   | ARIZONA                        |                       |
| <b>Postal Code:</b>   | 85756                          |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                |                       |
|   | <b>Property Type</b>           | <b>Number</b>         |
|   | Application Number:            | 13216538              |
| <b>CORRESPONDENCE DATA</b>  |                                |                       |
| <b>Fax Number:</b>  | (617)646-8646                  |                       |
| <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> |                                |                       |
| <b>Phone:</b>   | 6176468000                     |                       |
| <b>Email:</b>   | mchiusano@wolfgreenfield.com   |                       |
| <b>Correspondent Name:</b>  | WOLF, GREENFIELD & SACKS, P.C. |                       |
| <b>Address Line 1:</b>  | 600 ATLANTIC AVENUE            |                       |
| <b>Address Line 4:</b>  | BOSTON, MASSACHUSETTS 02210    |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | S1583.70045US00                |                       |
| <b>NAME OF SUBMITTER:</b>   | BRANDON S. BLACKWELL           |                       |
| <b>SIGNATURE:</b>   | /Brandon S. Blackwell/         |                       |
| <b>DATE SIGNED:</b>   | 11/08/2016                     |                       |
| <b>Total Attachments: 4</b>   |                                |                       |
| source=S158370045US00-CONFASSN-BXB#page1.tif  |                                |                       |
| source=S158370045US00-CONFASSN-BXB#page2.tif  |                                |                       |
| source=S158370045US00-CONFASSN-BXB#page3.tif  |                                |                       |
| source=S158370045US00-CONFASSN-BXB#page4.tif  |                                |                       |

## CONFIRMATORY ASSIGNMENT

**BASF SE**, a German Corporation having a place of business at Carl-Bosch-Straße 38, 67056 Ludwigshafen, Germany, its successors, assigns, and legal representatives, all hereinafter referred to as "**BASF**", for good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the ASSIGNMENT DECLARATION BASF executed on May 7, 2015, and the ASSIGNMENT AND LICENSE AGREEMENT BASF executed on August 25th, 2016 hereby:

1. Confirms that BASF sold, assigned, and transferred to **Sion Power Corporation**, a Delaware corporation having a place of business at 2900 E. Elvira Rd., Tucson, AZ 85756, U.S.A., its successors, assigns, and legal representatives, all hereinafter referred to as "**SION**", its entire right title and interest for the United States and all non-U.S. countries, in and to any and all inventions and designs which are disclosed in the United States Letters Patents and non-U.S. patents and any patent applications in the United States or elsewhere as identified in Schedule A, and in and to all corresponding provisional, non-provisional, divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be issued or filed in the United States, outside the United States, and in any non-U.S. countries, including but not limited to China, Japan and Korea, on any of the inventions; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on the inventions, including the right to apply for patent rights in each non-U.S. country and all rights to priority, including the right to claim priority for China, Japan and Korea;
2. Confirms that BASF agreed and continues to agree that SION may apply for and receive Letters Patent and utility model and industrial design registrations for the inventions in SION's own name; and when requested, without charge to but at the expense of BASF, BASF agreed and continues to agree to carry out in good faith the intent and purpose of the assignment, by executing all such further assignments, powers of attorney, and other papers, by communicating to SION all facts known to BASF relating to the intentions and the history thereof, and generally by doing everything reasonably possible which SION shall consider desirable for aiding in securing and maintaining proper protection for the inventions and for vesting title to the inventions and all applications for patents and all patents on the inventions in SION;
3. Confirms that BASF requests and continues to request the Director of the United States Patent and Trademark Office to issue the Letters Patent to the Assignee;
4. Confirms that BASF authorized and requested and continues to authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing patent/application identification information or correct any errors in the patent/application identification information provided below, whether discovered prior to or after recordation;
5. Confirms that BASF covenanted and continues to covenant with SION that no assignment, grant, mortgage, license or other agreement affecting the rights and property that have been conveyed has been made to others by BASF and that full right to convey the same as herein expressed is possessed by BASF; and
6. Confirms that BASF appointed and continues to appoint SION, through its designee, BASF's attorney-in-fact to execute, in BASF's name and on BASF's behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

### **SCHEDULE A**

#### **U.S. Patents and Applications**

| <b>Serial No.</b> | <b>Filing Date</b> | <b>Publication No.</b> | <b>Publication Date</b> | <b>Title</b>   |
|-------------------|--------------------|------------------------|-------------------------|--|
| 61/376,559        | 8/24/2010          | N/A                    | N/A                     | ELECTROLYTE MATERIALS FOR USE IN ELECTROCHEMICAL CELLS |
| 13/216,579        | 8/24/2011          | 2012/0052339           | 3/1/2012                | ELECTROLYTE MATERIALS FOR USE IN ELECTROCHEMICAL CELLS |
| 13/216,538        | 8/24/2011          | 2012/0052397           | 3/1/2012                | ELECTROLYTE MATERIALS FOR USE IN ELECTROCHEMICAL CELLS |

#### **Non-U.S. Patents and Applications**

| <b>Country/Region</b> | <b>Application No.</b> | <b>Filing Date</b> | <b>Publication No.</b> | <b>Publication Date</b> | <b>Title</b>   |
|-----------------------|------------------------|--------------------|------------------------|-------------------------|--|
| International         | PCT/EP2011/064494      | 8/23/2011          | WO2012/025542          | 3/1/2012                | ELECTROLYTE MATERIALS FOR USE IN ELECTROCHEMICAL CELLS |
| China                 | 201180051093.5         | 8/23/2011          | CN 103283064A          | 9/4/2013                | ELECTROLYTE MATERIALS FOR USE IN ELECTROCHEMICAL CELLS |
| Europe                | 11 754 635             | 8/23/2011          | EP 2 609 647           | 7/3/2013                | ELECTROLYTE MATERIALS FOR USE IN ELECTROCHEMICAL CELLS |
| Korea                 | 2013-7007308           | 8/23/2011          | KR 20130105839         | 9/26/2013               | ELECTROLYTE MATERIALS FOR USE IN ELECTROCHEMICAL CELLS |

For **BASF**, the assignor:

25. Aug. 2015  
Date

Assignor:  i.V. V. Siegle  
BASF SE


Address: Carl-Bosch-Straße 38, 67056  
Ludwigshafen, Germany

Signer:

|        |                              |                              |
|--------|------------------------------|------------------------------|
|        | <u>Dr. Olaf Schweers</u>     | <u>Dr. Verena Ziegler</u>    |
|        | Vice President IP            | Senior Counsel IP            |
| Title: | Global Intellectual Property | Global Intellectual Property |

Witness:

25. August 2016  
Date

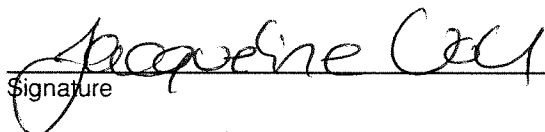
  
Signature

Name: Susan Grawunder

Address: BASF SE  
Carl-Bosch-Straße 38  
67056 Ludwigshafen, Germany

Witness:

25. August 2016  
Date

  
Signature

Name: Jacqueline Voll

Address: BASF SE  
Carl-Bosch-Straße 38  
67056 Ludwigshafen, Germany

For **SION**, the assignee:

20 Sept 2016  
Date

John J.C. Kobera  
Assignor: **Sion Power Corporation**

Address: 2900 E. Elvira Rd  
Tucson, AZ 85756

Signer: [Signature]

Title: VP Commercial Operations

Witness:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_