

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4147498

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TEN-NINE TECHNOLOGIES LLC	11/05/2015
RECEIVING PARTY DATA		
Name:	HHELI, LLC	
Street Address:	2121 S. COLUMBIA, SUITE 430	
City:	TULSA	
State/Country:	OKLAHOMA	
Postal Code:	74114	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	15352388	
Application Number:	62256059	
Application Number:	62256065	
CORRESPONDENCE DATA		
Fax Number:	(918)595-4990	
<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:	9185954963	
Email:	iplaw@gablelaw.com	
Correspondent Name:	GABLEGOTWALS/PAUL ROSSLER	
Address Line 1:	100 W 5TH ST, 10TH FLOOR	
Address Line 4:	TULSA, OKLAHOMA 74103	
ATTORNEY DOCKET NUMBER:	009052-2, 3, 9	
NAME OF SUBMITTER:	PAUL E. ROSSLER	
SIGNATURE:	/Paul E. Rossler/	
DATE SIGNED:	11/17/2016	
Total Attachments: 3		
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ASSIGNMENT OF INVENTION

THIS ASSIGNMENT OF INVENTION (this "Assignment"), effective as of November 5, 2015, is by TEN-NINE TECHNOLOGIES LLC, an Oklahoma limited liability company ("Ten-Nine"), in favor of HHELI, LLC, an Oklahoma limited liability company ("HHELI"). For good and valuable consideration, Ten-Nine agrees to the following provisions:

1. BACKGROUND

- 1.1. Ten-Nine has developed certain functionalized metal oxides and other materials for use in applications such as, but not limited to, energy and power storage, and has invented processes and procedures for synthesizing and using those materials (collectively, the "Invention"). The Invention has been, and is being, kept as a trade secret of Ten-Nine.
- 1.2. Ten-Nine desires to assign its entire interest in the Invention to HHELI, and Ten-Nine acknowledges the receipt of good and valuable consideration from HHELI in exchange for this Assignment.
- 1.3. Ten-Nine has not entered into any prior assignment, sale, agreement or encumbrance of the Invention that would conflict with this Assignment.

2. ASSIGNMENT

- 2.1. Ten-Nine hereby assigns its entire interest in the Invention and any improvements thereto to HHELI, and HHELI hereby accepts such assignment. The assigned interest includes but is not limited to the right to file for patent protection on the Invention or any improvements thereto.

3. FURTHER ASSURANCES; POWER OF ATTORNEY

- 3.1. Upon the request and at the expense of HHELI, Ten-Nine shall execute and deliver any and all instruments and documents and take such other future actions as may be necessary or reasonably requested by HHELI to document the aforesaid assignment or to enable HHELI to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Invention (including but not limited to promptly providing facts and documents relating to the Invention and/or any improvements thereto and to execute any instruments and affidavits required to prosecute any patent application and to issue and maintain any patent).
- 3.2. To facilitate the foregoing assignment, Ten-Nine hereby irrevocably appoints HHELI, or its delegate, as the attorney-in-fact of Ten-Nine with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Ten-Nine, any and all instruments, documents, applications and other agreements and writings required to be obtained, executed, delivered or endorsed by Ten-Nine necessary for HHELI to exercise its rights under this Assignment and otherwise at law or equity. Ten-Nine hereby ratifies all that such attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein is coupled with an interest and shall be irrevocable.

4. MISCELLANEOUS

- 4.1. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 4.2. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by, and

construed in accordance with, the laws of the United States and the State of Oklahoma, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction).

4.3 This Assignment constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

4.4 This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

By signing this Assignment, the undersigned understands that Ten-Nine is assigning its interest in the Invention and any improvements to:

HHELI, LLC
2121 S. Columbia, Suite 430
Tulsa, Oklahoma 74114

IN WITNESS WHEREOF, Ten-Nine has duly executed and delivered this Assignment as of the date first above written.

TEN-NINE TECHNOLOGIES LLC,
an Oklahoma limited liability company

By: Paige L. Johnson
Paige L. Johnson, Managing Member

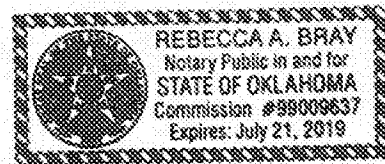
STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

This instrument was acknowledged before me on this 5th day of November, 2015, by Paige L. Johnson, as Managing Member of Ten-Nine Technologies LLC, an Oklahoma limited liability company.

Rebecca A. Poray
Notary Public
Commission No. 99009637 Commission Expires July 21, 2019

ACCEPTED AS OF THE DATE
FIRST ABOVE WRITTEN BY:

HHELI, LLC,
an Oklahoma limited liability company



By: Paige L. Johnson
Paige L. Johnson, Manager

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

This instrument was acknowledged before me on this 5th day of November, 2015, by Paige L. Johnson, as Manager of HHELI, LLC, an Oklahoma limited liability company.

Rebecca A. Poray
Notary Public
Commission No. 99009637 Commission Expires July 21, 2019

