

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5004379

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ORANGE POWER LTD.	05/25/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NEXEON LTD	
<b>Street Address:</b>	136 EASTERN AVENUE, MILTON PARK, ABINGDON	
<b>City:</b>	OXFORDSHIRE	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	OX14 4SB	
<b>PROPERTY NUMBERS Total: 6</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	15302957	
<b>Application Number:</b>	15305763	
<b>Application Number:</b>	15327744	
<b>Application Number:</b>	15538592	
<b>Application Number:</b>	15553294	
<b>Application Number:</b>	15561171	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(480)659-5926	
<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>	480-252-0707	
<b>Email:</b>	yyoo@yooiplaw.com	
<b>Correspondent Name:</b>	YOO & ASSOCIATES, INC.	
<b>Address Line 1:</b>	5212 S. MILLER PL.	
<b>Address Line 4:</b>	CHANDLER, ARIZONA 85249	
<b>ATTORNEY DOCKET NUMBER:</b>	620-000	
<b>NAME OF SUBMITTER:</b>	YONG SUK YOO	
<b>SIGNATURE:</b>	/Yong Suk Yoo/	
<b>DATE SIGNED:</b>	06/13/2018	
<b>Total Attachments: 6</b>		

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## PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT

This **PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into on May 25, 2018 by and between Orange Power Limited, a company duly organized and existing under the laws of the Republic of Korea ("Korea"), with its registered office located at 36 Techno 6-ro, Yuseong-gu, Daejeon, Korea (the "Assignor"), and Nexcon Ltd, a company duly organized and existing under the laws of England and Wales, with its principal office located at 136 Eastern Avenue, Milton Park, Abingdon, Oxfordshire OX14 4SB, United Kingdom (the "Assignee") (herein referred to collectively as the "Parties").

### RECITALS

**WHEREAS**, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated as of April 27, 2018 (the "**Purchase Agreement**"), pursuant to which the Assignee has purchased substantially all of the assets of the Assignor;

**WHEREAS**, pursuant to the Purchase Agreement, the Assignor has agreed to assign certain rights and agreements to the Assignee, and the Assignee has agreed to assume certain obligations of the Assignor, as set forth herein, and this Assignment and Assumption Agreement is contemplated by Section 5.2(a) of the Purchase Agreement; and

**WHEREAS**, the Assignor is the sole and rightful owner of certain patent applications and patents thereon set forth in Exhibit A attached hereto (collectively referred to as the "**Patents**").

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

### AGREEMENT

#### 1. ASSIGNMENT AND ASSUMPTION.

Effective as of 00:00 ( Seoul, Korea time) on May 26, 2018, the Assignor does hereby assigns, sells, transfers and sets over (collectively, the "**Assignment**") to the Assignee all of the Assignor's right, title, benefit, privileges and interest in and to, and all of the Assignor's burdens, obligations and liabilities in connection with, each of the Patents for the entire term of the Patents and any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patents. The Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of the Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with the Patents.

#### 2. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of Korea without giving effect to any conflicts of law or choice of law principles.

#### 3. SEVERABILITY.

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If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

#### 4. HEADINGS.

The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

#### 5. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Assignor and the Assignee with respect to the subject matter hereof, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

*{Signature page follows}*

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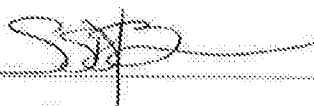
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

  
Signature

Chulhwan Kim, CEO of Orange Power  
Print Name

ASSIGNEE

  
Signature

SCOTT BROWN  
Print Name  
CEO

Exhibit A

LIST OF PATENTS

Family No.	Case Title	Application No.	Application Date	Patent No.	Patent Date	Status	Country	Case No.	Application No.	Application Date	Patent No.	Patent Date	Status
1	Anode active material, method of fabricating the same and rechargeable battery using the same	10-2012-0085451	2012-8-3	KR 10-2015-1-148995	29	KR Granted	PCT	1-2	PCT/KR2013/007016	2013-8-2			No National Entry
2	Sulfen anode active material and method of fabricating the same	10-2014-0089026	2014-1-22	KR 10-2016-4-1614018	14	KR Granted	PCT	2-2	PCT/KR2015/001780	2015-2-24			-
							US	2-3	15/553,294	2017-08-24			Pending
							JP	2-4	2017-544763	2017-08-23			Pending
							CN	2-5	201580076891.1	2017-08-24			Pending
							EP	2-6	15 883 413.5	2017-09-22			Pending
3	Electrode material for rechargeable battery and method of fabricating the same	10-2014-0021314	2014-2-24	KR 10-2015-1561678	10-13	KR Granted	PCT	3-2	PCT/KR2015/001781	2015-2-24			No National Entry
4	Negative electrode material for rechargeable battery and method of	10-2014-0042226	2014-4-9	KR 10-2015-1567203	11-2	KR Granted	PCT	4-2	PCT/KR2015/003575	2015-4-9			-
							US	4-3	15/302,957	2016-10-7			Pending
							JP	4-4	2017-505024	2016-10-7			Pending
							CN	4-5	201580018810.2	2016-10-9			Pending

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		fabricating the same							EP	4-6	EP15776353.3	2016-11-9			Pending
		Negative electrode active material for rechargeable battery having the same							PCT	5-2	PCT/KR2015/004029	2015-4-22			
5	5-1	10-2014-0048885	2014-4-22	KR 10-2016-3-1504352	11	KR 10-2016-3-1504352	11	Granted	US	5-3	15/505,763	2016-10-21			Pending
									JP	5-4	2016-563932	2016-10-21			Pending
									CN	5-5	201580020805.5	2016-10-21			Pending
									EP	5-6	EP15782943.3	2016-11-21			Pending
		Method of forming silicon based active material for rechargeable battery							PCT	6-2	PCT/KR2015/007575	2015-7-21			
6	6-1	10-2014-003627	2014-7-23	KR 10-2015-9-1550781	11	KR 10-2015-9-1550781	11	Granted	US	6-3	15/327,744	2017-1-20			Pending
									JP	6-4	2017-503613	2017-1-20			Pending
									CN	6-5	201580039852.4	2017-1-23			Pending
									EP	6-6	EP15825524.0	2017-2-17			Pending
		Silicon based negative electrode material for rechargeable battery and method of fabricating the same							PCT	7-2	PCT/KR2015/014530	2015-12-30			
7	7-1	10-2014-0195978	2014-12-31	KR 10-2016-4-1014016	14	KR 10-2016-4-1014016	14	Granted	US	7-3	15/538,592	2017-06-21			Pending
									JP	7-4	2017-535012	2017-06-29			Pending
									CN	7-5	201580071891.2	2017-06-30			Pending
									EP	7-6	15875739.3	2017-07-03			Pending
		Silicon based negative electrode material for rechargeable battery and method of fabricating the same							PCT	8-2	PCT/KR2016/003088	2016-03-25			
8	8-1	10-2015-0042570	2015-03-26	KR 10-2017-1726037	14-05	KR 10-2017-1726037	14-05	Granted	US	8-3	15/561,171	2017-09-25			Pending
									JP	8-4	2017-550477	2017-09-26			Pending
									CN	8-5	201680018697.2	2017-09-26			Pending
									EP	8-6	16769140.1	2017-10-16			Pending

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9	9-1	Anode active material, method of fabricating the same and rechargeable battery using the same	10-2015-1830334	10-2018-02-12	KR Granted	PCT	10-2	PCT/KR2017/069218	2017-08-23				No National Entry
10	10-1	Anode Active Material for Rechargeable Battery and Preparing Method thereof	10-2016-0106852	2016-08-23	Pending	PCT	10-2	PCT/KR2017/069218	2017-08-23				Before National Entry
11	11-1	Silicon based active material for rechargeable battery and method of fabricating the same	10-2016-0106853	2016-08-23	KR 1775719	10-2017-08-23	PCT	11-2	PCT/KR2017/069223	2017-08-23			Before National Entry

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