

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5023484

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEFFREY MODDERNO	06/13/2018
PETER GOTTLEIB	06/13/2018
MICHAEL FALCINELLI	06/13/2018
SHAZAD BUTT	06/13/2018
RECEIVING PARTY DATA	
Name:	VIONX ENERGY CORPORATION
Street Address:	12 A CABOT ROAD
City:	WOBURN
State/Country:	MASSACHUSETTS
Postal Code:	01801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15845849
CORRESPONDENCE DATA	
Fax Number:	(617)542-2241
<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:	6178326075
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Correspondent Name:	MINTZ LEVIN/BOSTON
Address Line 1:	ONE FINANCIAL CENTER
Address Line 4:	BOSTON, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	049620-503001US
NAME OF SUBMITTER:	MICHAEL A. MATTONI
SIGNATURE:	/Michael A. Mattoni/
DATE SIGNED:	06/26/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 8	
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source=049620_503001US_Assignment#page2.tif
source=049620_503001US_Assignment#page3.tif
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source=049620_503001US_Assignment#page8.tif

COMBINED DECLARATION AND ASSIGNMENT

TITLE of Invention: MODULAR AND SCALABLE FLOW BATTERY SYSTEM

As the below named inventor, I hereby declare that:

- This declaration is directed to: ☐ The attached application, or
- ☒ The United States application
number 15/845,849 filed on December 18, 2017.
- ☒ The PCT international application
number PCT/US2017/067088 filed on December 18, 2017.

The above-identified application ("Application") was made or authorized by me.

I believe that I am the original inventor or an original inventor of a claimed invention or discovery in the Application.

I have reviewed and understood the contents of the Application, including the claims, and I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, the United States Code of Federal Regulations, §1.56 for filings of this Application in the United States of America.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both for filings of this Application in the United States of America.

For good and valuable consideration, the sufficiency of which is acknowledged, I hereby sell, assign, transfer and set over to and/or have sold, assigned, transferred and set over to:

Vionx Energy Corporation
12 A Cabot Road
Woburn, Massachusetts 01801

a corporation of Massachusetts

(hereinafter designated as the "Assignee"), my entire right, title, and interest in, to, and under the Application, including all priority rights for other countries arising therefrom, all inventions or discoveries therein disclosed, and any and all Letters Patent of the United States, European Patent Office and of all other countries, including Canada, which may be granted for such inventions or discoveries, or any of them, all such inventions or discoveries and all rights in such Application including any and all substitutions, divisions, and continuations thereof, and to all Letters Patent that may be granted for said inventions and discoveries, and in and to all extensions, supplementary protection certificates, reexaminations, renewals, and reissues thereof, to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

I agree to execute all papers necessary in connection with the Application in the United States, Patent Cooperation Treaty, European Patent Office and any other foreign countries and any continuing, divisional, or reissue applications thereof, any reexamination of any of such applications, and any patent term extensions or supplementary protection certificates of any such applications and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

I agree to execute all papers necessary in connection with any litigation or any other administrative or judicial proceeding in the United States, Patent Cooperation Treaty, European Patent Office and any other foreign countries concerning the Application(s) or any continuation, divisional, or reissue applications thereof, or any reexamination of any such applications, or any Letters Patent issued therefrom and any patent term extensions or supplementary protection certificates of any such applications and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such litigation or proceeding.

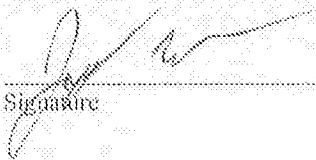
I agree to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

I agree to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States, European Patent Office and in all other countries where Assignee may desire to have such inventions or discoveries, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

I hereby (i) authorize and request the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from the Application or any divisional, continuation, or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, and (ii) as Assignee of the entire interest, and hereby covenant that I have full right to convey the interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

I hereby grant the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable in order to obtain legal recordation of this document.

Jeffrey Modderio
LEGAL NAME OF INVENTOR


Signature

6/13/18
Date

74547515v.1

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12 A Cabot Road
Woburn, Massachusetts 01801

a corporation of Massachusetts

(hereinafter designated as the "Assignee"), my entire right, title, and interest in, to, and under the Application, including all priority rights for other countries arising therefrom, all inventions or discoveries therein disclosed, and any and all Letters Patent of the United States, European Patent Office and of all other countries, including Canada, which may be granted for such inventions or discoveries, or any of them, all such inventions or discoveries and all rights in such Application including any and all substitutions, divisions, and continuations thereof, and to all Letters Patent that may be granted for said inventions and discoveries, and in and to all extensions, supplementary protection certificates, reexaminations, renewals, and reissues thereof, to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

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Attorney Docket No.: 49620-503001US
US Application No.: 15/845,849

I agree to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.


I agree to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States, European Patent Office and in all other countries where Assignee may desire to have such inventions or discoveries, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

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I hereby grant the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable in order to obtain legal recordation of this document.

Peter Gottlieb

LEGAL NAME OF INVENTOR


Signature

6/13/18
Date

74547552v.1

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Vionx Energy Corporation
12 A Cabot Road
Woburn, Massachusetts 01801

a corporation of Massachusetts

(hereinafter designated as the "Assignee"), my entire right, title, and interest in, to, and under the Application, including all priority rights for other countries arising therefrom, all inventions or discoveries therein disclosed, and any and all Letters Patent of the United States, European Patent Office and of all other countries, including Canada, which may be granted for such inventions or discoveries, or any of them, all such inventions or discoveries and all rights in such Application including any and all substitutions, divisions, and continuations thereof, and to all Letters Patent that may be granted for said inventions and discoveries, and in and to all extensions, supplementary protection certificates, reexaminations, renewals, and reissues thereof, to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

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I hereby grant the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable in order to obtain legal recordation of this document.

Michael Falcinelli
LEGAL NAME OF INVENTOR

Signature

Date

74547568v.1

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Shazad Butt

LEGAL NAME OF INVENTOR

Signature

Date

6-13-2018

74547600v.1