

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5208479

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TEMPORAL POWER LTD.	08/23/2018
RECEIVING PARTY DATA		
Name:	BC NEW ENERGY (TIANJIN) CO., LTD.	
Street Address:	ROOM 103, NO. 1, 2ND STREET, AIRPORT INTERNATIONAL LOGISTICS AREA	
Internal Address:	TIANJIN FREE TRADE ZONE (AIRPORT ECONOMIC ZONE)	
City:	TIANJIN	
State/Country:	CHINA	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	9325217	
Patent Number:	8803363	
Patent Number:	9083207	
Patent Number:	9362801	
Application Number:	15137355	
Application Number:	14072462	
CORRESPONDENCE DATA		
Fax Number:	(215)751-1142	
<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:	(215) 567-2010	
Email:	rwilson@crbcp.com	
Correspondent Name:	CAESAR RIVISE, PC	
Address Line 1:	1635 MARKET STREET	
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103	
ATTORNEY DOCKET NUMBER:	B1322/10001	
NAME OF SUBMITTER:	GARY A. GREENE	
SIGNATURE:	/Gary A. Greene/	
DATE SIGNED:	10/26/2018	

Total Attachments: 3

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ASSIGNMENT AGREEMENT

This is an Assignment Agreement ("Assignment Agreement") between **TEMPORAL POWER LTD.** (the "**Vendor**"), having an office located at 3750A Laird Rd., Unit 2, Mississauga, Ontario L5L 0A8, Canada and **BC NEW ENERGY (TIANJIN) CO., LTD.** (the "**Purchaser**"), having an office located at Room 103, No. 1, 2nd Street, Airport International Logistics Area, Tianjin Free Trade Zone (Airport Economic Zone), Tianjin, China (individually "Party" and collectively "Parties").

WHEREAS, the Parties have entered into an Asset Purchase Agreement dated July 27, 2018 (the "Asset Purchase Agreement"), pursuant to which certain intellectual property rights were assigned to the Purchaser;

WHEREAS, the Vendor is the owner of certain Registered Intellectual Property as described in the Asset Purchase Agreement and also listed in Schedule A attached hereto;

NOW, THEREFORE, pursuant to the Asset Purchase Agreement between the Parties, the Vendor hereby sells, assigns and transfers unto the Purchaser, and to the Purchaser's successors, assigns, nominees or other legal representatives, the entire worldwide right, title, and interest in and to the Registered Intellectual Property, including but not limited to all national entry filings, divisions, re-examinations, reissues and continuations and extensions thereof, and any Letters Patent which may issue from any such pending applications, including the right to claim priority from any PCT application or applications under any and all treaties and conventions or under the laws of any country for such national entry filings, divisions, re-examinations, reissues and continuations and extensions, and all rights of enforcement thereto, including all rights to sue or recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringement of the Registered Intellectual Property, and any and all choses in action related thereto.

The Vendor hereby covenants and agrees, for itself and its successors, to execute any and all papers that may be necessary, or deemed by the Purchaser to be necessary, to a complete fulfillment of the intent and purposes of this Assignment Agreement, including but not limited to executing, without further consideration, such further lawful assignments, documents, assurances, applications and other instruments as may reasonably be required by the Purchaser, its successors, assigns, or legal representatives, to record the Purchaser's title to the inventions disclosed in the patents and/or patent applications (the "Inventions") included in the Registered Intellectual Property, obtain any and all letters patent for the Inventions and vest the same in the Purchaser, its successors, assigns, or legal representatives.

The Vendor represents and covenants that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said design has been or will be made or entered into which would conflict with this assignment.

IN WITNESS WHEREOF, this Assignment Agreement has been duly executed by authorized officers of the Parties and is effective as of the date set forth below.

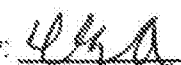
TEMPORAL POWER LTD.

By: 

Name: Eric Muechry

Title: President & CEO

Date: August 23, 2018

Witnessed by: 

Name: Elizabeth Armstrong

BC NEW ENERGY (TIANJIN) CO., LTD.

By: 

Name: QIN LIJUN

Title: CEO

Date: August 23, 2018

Witnessed by: 

Name: Liangshuangyin

SCHEDULE A

Country	Patent / Application No.	Status	Issue Date	Filing Date
Flywheel Energy System				
https://patents.google.com/patent/US9325217B2/en?q=9325217				
USA	9,325,217	Issued	04/26/2016	06/03/2011
USA	15/137,355 (2016/0241106)	Pending - Non-Final Rejection mailed		04/25/2016
AU	2011264367	Issued	06/18/2016	6/03/2011
CN	ZL201180035118.2	Issued	4/27/2016	6/03/2011
JP	5992403	Issued	9/14/2016	6/03/2011
MX	327559	Issued	2/4/2015	6/03/2011
South Africa	201209302	Issued	8/25/2013	6/03/2011
BR	BR1120120312480	Pending		6/3/2011
CA	2,801,307	Pending - Allowed		6/3/2011
EP	11,791,768	Pending - Extended European Search Report Received		6/3/2011
HK	1311545.2	Pending-Published		10/15/2013
IN	10379/CHENP/2012	Pending-Published		6/3/2011
KR	101670339	Issued	05/22/2016	6/03/2011
Cooled Flywheel Apparatus				
https://patents.google.com/patent/US20140124172A1/en?q=2014%2f0124172				
USA	14/072,462 (2014/0124172)	Pending-Published		11/05/2013
CA	2,890,377	Pending		11/5/2013
EP	EP20130851673 (EP2914826)	Pending-Published		11/5/2013
Method and System for Regulating Power of an Electricity Grid System				
https://patents.google.com/patent/US8803363B2/en?q=8803363				
USA	8,803,363	Issued	8/12/2014	04/15/2013
High-Voltage Flywheel Energy Storage System				
https://patents.google.com/patent/US9063207B1/en?q=9063207				
USA	9,063,207	Issued	7/14/2015	01/10/2014
USA	9,362,801	Issued	6/7/2016	07/13/2015