

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WILLIAM KOETTING	04/25/2019
MICHAEL JOSEPH NIELSON	04/25/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PRIME ENERGY CONTRACT SERVICES LLC
<b>Street Address:</b>	1414 COMBERMERE
<b>City:</b>	TROY
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48071
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	62592851
<b>Application Number:</b>	16204684
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	TTAI-010
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER L. ROELOFS
<b>SIGNATURE:</b>	/CHRISTOPHER L. ROELOFS/
<b>DATE SIGNED:</b>	06/06/2019
<b>Total Attachments: 3</b>	
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ASSIGNMENT AND AGREEMENT

WHEREAS, each of William Koetting, an individual residing in Rochester, Michigan, and Michael Joseph Nielson, an individual residing in Royal Oak, Michigan (hereinafter together referred to as "ASSIGNOR"), have invented a certain invention entitled BATTERY MODULE INCLUDING NODAL CELL COMPRESSION AND HEAT REJECTION as set forth in the United States Patent Application(s) listed in Exhibit A attached hereto;

WHEREAS, Prime Energy Contract Services LLC, a limited liability company organized under the laws of the state of Michigan, having its principal place of business at 1414 Combermere, Troy, Michigan 48071 ("ASSIGNEE"), desires to acquire the entire right, title, and interest in and to said invention;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred

herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to DARROW MUSTAFA PC the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.


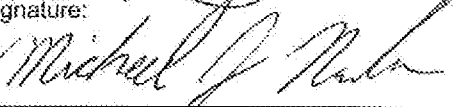
NAME(S) AND SIGNATURE OF ASSIGNOR		
Name: WILLIAM KOETTING	Signature: 	Date: 4-25-19
Name: MICHAEL JOSEPH NIELSON	Signature: 	Date: 4/25/19

EXHIBIT A

Country	Application Number	Filing Date
US	62/592,851	11/30/2017
US	16/204,684	11/29/2018

(00159204)

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