

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5586083

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ULTRA-CHARGE, LTD.	05/14/2019
RECEIVING PARTY DATA		
Name:	SES HOLDINGS PTE. LTD	
Street Address:	1 ROBINSON ROAD	
Internal Address:	#18-00	
City:	AIA TOWER	
State/Country:	SINGAPORE	
Postal Code:	048542	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14944183
CORRESPONDENCE DATA		
Fax Number:	(312)419-9440	
<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:	3126285529	
Email:	docket@denneymeyer-law.com	
Correspondent Name:	VICTORIA FRIEDMAN	
Address Line 1:	2 N RIVERSIDE PLAZA	
Address Line 2:	SUITE 1500	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	US-PM-10164637	
NAME OF SUBMITTER:	VICTORIA FRIEDMAN	
SIGNATURE:	/VICTORIA FRIEDMAN/	
DATE SIGNED:	06/22/2019	
Total Attachments: 8		
source=Signed Assignment Ultra-Charge, Ltd. to SES#page1.tif		
source=Signed Assignment Ultra-Charge, Ltd. to SES#page2.tif		
source=Signed Assignment Ultra-Charge, Ltd. to SES#page3.tif		
source=Signed Assignment Ultra-Charge, Ltd. to SES#page4.tif		

source=Signed Assignment Ultra-Charge, Ltd. to SES#page5.tif

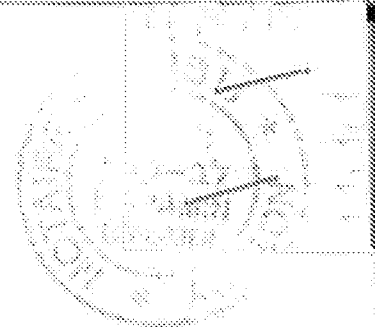
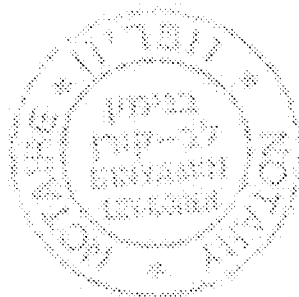
source=Signed Assignment Ultra-Charge, Ltd. to SES#page6.tif

source=Signed Assignment Ultra-Charge, Ltd. to SES#page7.tif

source=Signed Assignment Ultra-Charge, Ltd. to SES#page8.tif

PATENT

REEL: 049559 FRAME: 0894



בני לב קורן – משרד עורכי דין ונוטריון
רחוב דרך עכו 133, קריית מוצקין
טל': 04-8719191 – פקס: 04-8833033

מספר אישור 1014/05/2019 - 1050

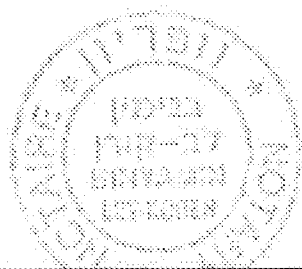
אימות חתימה

אני הח"מ, **בני לב קורן, נוטריון בדרך עכו 133, קריית מוצקין**, מאשר בזה כי ביום 14/05/2019 ניצב לפני במשרדי:

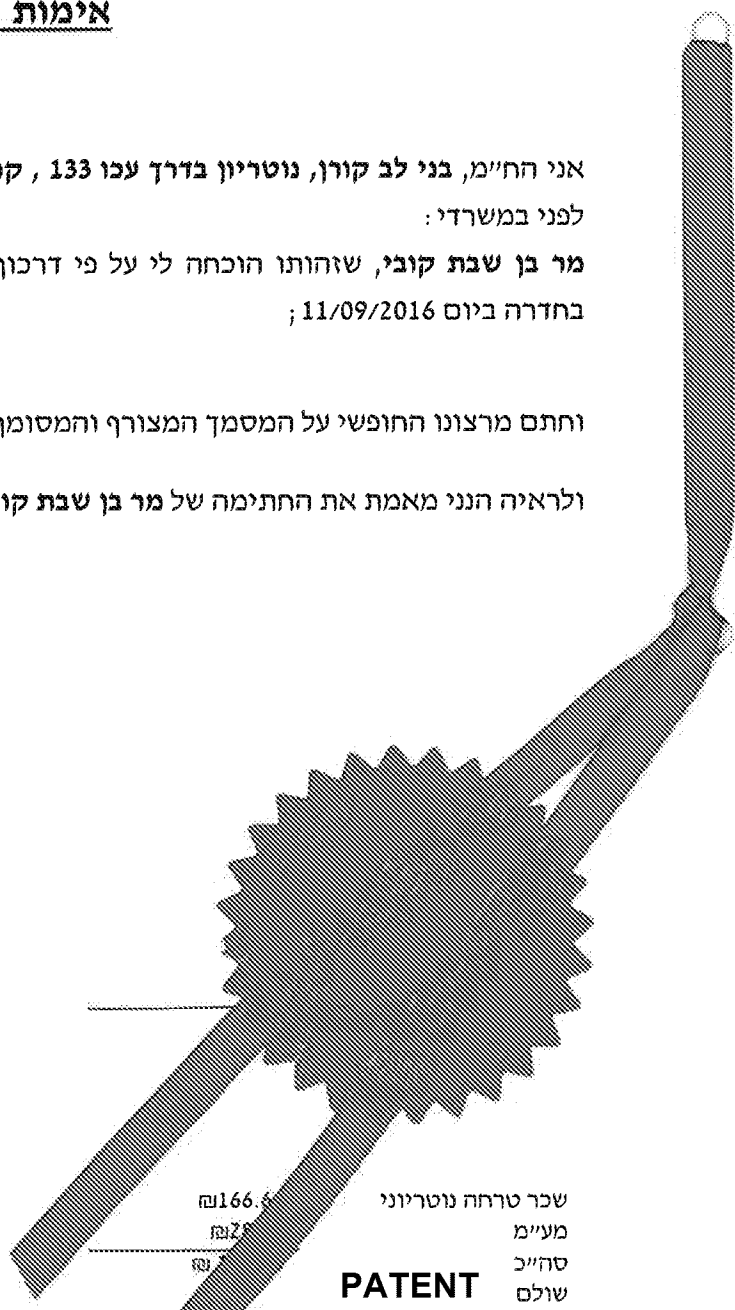
מר בן שבת קובי, שזהותו הוכחה לי על פי דרכון מס' 23214585, שהוצאה(ה) על ידי משרד הפנים בחדרה ביום 11/09/2016;

וחתם מרצונו החופשי על המסמך המצורף והמסומן באות 'א'.

ולראיה הנני מאמת את החתימה של **מר בן שבת קובי** בחתימת ידי ובחותמי, היום 14/05/2019.



בני לב קורן עו"ד ונוטריון



166.6

27

27

שכר טרחה נוטריוני

מע"מ

סה"כ

שולם

PATENT

REEL: 049559 FRAME: 0895

Exhibit B**Assignment of Patent Rights ("Live Assets")**

For good and valuable consideration, the receipt of which is hereby acknowledged, Ultra-Charge, Ltd., an Israeli corporation, with an office at 32 HaShemesh, Caesarea 3088900, Israel, ("**Assignor**"), does hereby sell, assign, transfer, and convey unto SES Holdings Pte. Ltd, a Singapore limited liability company, with an office at 1 Robinson Road, #18-00 AIA Tower, Singapore 048542 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

- (a) the provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference the Patents or are directly or indirectly incorporated by reference by the Patents;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign patents, patent applications, and counterparts of any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether expressly listed as Patents below and whether claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for
 - (i) damages,
 - (ii) injunctive relief, and
 - (iii) any other remedies of any kind
 for past, current, and future infringement; and
 - (i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Patent No.	Application No.	Filing Date ²	Country
US9284268B2	14/071597	11/4/2013	US
US9272995B2	13/770774	2/19/2013	US
US8722005B1	13/951973	7/26/2013	US
US8377406B1	13/598570	8/29/2012	US
US20160149262A1	14/944183	11/17/2015	US
US10099925B2	15/368592	12/3/2016	US
CN108290833A	CN201680069158A	12/3/2016	CN
CN105722820B	CN201480060046A	11/4/2014	CN
KR20180088826A	KR20187015793A	12/3/2016	KR
KR20150048840A	KR20157007865A	1/15/2013	KR
JP6298956B2	JP2015529781A	1/15/2013	JP
JP2019503956A	JP2018527802	12/3/2016	JP
EP3383842A1	EP20160871687	12/3/2016	EP
EP3024779A4	EP14828653A	3/24/2014	EP

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third-party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all pledges, charges, hypothecations, liens, claims, mortgages, security interests, covenants not to sue or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably

05/14/2019

² (MM/DD/YYYY)

necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at _____ on _____

ASSIGNOR:

Ultra-Charge, Ltd.

By: _____

Name: Kobi Ben-Shubath

Title: CFO

Date: 05/14/2019

(Signature must be notarized)

מולטצ'ארג' בע"מ
ULTRA-CHARGE LTD
515352367

On _____, before me, _____, Notary Public in and for (State, District, County, Country) _____, personally _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

CONFIDENTIAL

Page 18 of 24

PATENT
REEL: 049559 FRAME: 0898

Exhibit C**Assignment of Rights in Certain Assets**

For good and valuable consideration, the receipt of which is hereby acknowledged, Ultra-Charge, Ltd. located at 32 HaShemesh, Caesarea 3088900, Israel, ("**Assignor**"), does hereby sell, assign, transfer, and convey unto SES Holdings Pte. Ltd with an address at 1 Robinson Road, #18-00 AIA Tower, Singapore 048542 ("**Assignee**"), or its designees, the right, title, and interest in and to any and all of the following provisional patent applications, patent applications, patents, and other governmental grants or issuances of any kind (the "**Certain Assets**"): (42)

Asset No.	Patent No.	Application No.	File Date	Country
ION-000100AU	AU2013309495A1	AU2013309495A	1/15/2013	AU
ION-000100AU	AU2013309495B2	AU2013309495A	1/15/2013	AU
ION-000100CA	CA2884109A1	CA2884109A	1/15/2013	CA
ION-000100CN	CN104718157A	CN201380045515A	1/15/2013	CN
ION-000100EP	EP2890632A4	EP13833497A	1/15/2013	EP
ION-000100EP	EP2890632A1	EP20130833497	1/15/2013	EP
ION-000100IN	IN2015DN01894AA	1894/DELNP/2015	3/9/2015	IN
ION-000100JP	JP2015531744A	JP2015529781A	1/15/2013	JP
ION-000100MX	MX2015002616A	MX2015002616A	1/15/2013	MX
ION-000100PC	WO/2014/035464A1	US2013/021609	1/15/2013	PCT
ION-000200PC	WO/2014/130405A3	US2014/016750	2/18/2014	PCT
ION-000200PC	WO/2014/130405A2	US2014/016750	2/18/2014	PCT
ION-000200US	US20140235873A1	13/770774	2/19/2013	US
ION-000210AU	AU2014219197A1	AU2014219197A	2/18/2014	AU
ION-000210CA	CA2898744A1	CA2898744A	2/18/2014	CA
ION-000210CN	CN105209432A	CN201480009421A	2/18/2014	CN
ION-000210EP	EP2958892A4	EP14754238A	2/18/2014	EP
ION-000210EP	EP2958892A2	EP20140754238	2/18/2014	EP
ION-000210IN	IN2015DN07213AA	IN7213/DELNP/2015	8/14/2015	IN
ION-000210JP	JP2016509996A	JP2015558186A	2/18/2014	JP
ION-000210KR	KR20150119372A	KR20157025468A	2/18/2014	KR
ION-000210MX	MX2015010074A	MX2015010074A	2/18/2014	MX
ION-000500AU	AU2014293663A1	AU2014293663A	3/24/2014	AU
ION-000500CA	CA2913535A1	CA2913535A	3/24/2014	CA
ION-000500CN	CN105392736A	CN201480035708A	3/24/2014	CN
ION-000500EP	EP3024779A1	EP20140828653	3/24/2014	EP
ION-000500IN	IN2015MN03371A	3371/MUMNP/2015	11/26/2015	IN
ION-000500JP	JP2016530196A	JP2016529753A	3/24/2014	JP
ION-000500KR	KR20160036623A	KR20167005360A	3/24/2014	KR

05/14/2019

³ (MM/DD/YYYY)

CONFIDENTIAL

Page 19 of 24

PATENT
REEL: 049559 FRAME: 0899

ION-000500MX	MX2016000484A	MX2016000484A	3/24/2014	MX
ION-000500PC	WO/2015/012897A1	US2014/031540	3/24/2014	PCT
ION-000600CA	CA2940037A1	CA2940037A	11/4/2014	CA
ION-000600CN	CN105722820A	CN201480060046A	11/4/2014	CN
ION-000600EP	EP3066073A4	EP14856873A	11/4/2014	EP
ION-000600EP	EP3066073A1	EP20140856873	11/4/2014	EP
ION-000600JP	JP2016540040A	JP2016552447A	11/4/2014	JP
ION-000600KR	KR20160083013A	KR20167013538A	11/4/2014	KR
ION-000600MX	MX2016005496A	MX2016005496A	11/4/2014	MX
ION-000600PC	WO/2015/066660A1	US2014/063768	11/4/2014	PCT
ION-000600US	US20150126778A1	14/071597	11/4/2013	US
ION-001110US	WO/2016/081525A1	US2015/061196	11/17/2015	US
ION-001400PC	WO/2017/096333A1	US2016/064869	12/3/2016	PCT
ION-001400PV	n/a	62/263505		US-PV
ION-001400US	US20170183230A1	15/368592	12/3/2016	US

Assignor assigns to Assignee all rights to the inventions, invention disclosures, and discoveries in the assets listed above, together, with the rights, if any, to revive prosecution of claims under such assets and to sue or otherwise enforce any claims under such assets for past, present or future infringement.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to make available to Assignee all records regarding the Certain Assets.

The terms and conditions of this Assignment of Rights in Certain Assets will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

Dated this 14 day of May 2019

CONFIDENTIAL

Page 20 of 24

PATENT

FRAME: 0900

ASSIGNOR:

Ultra-Charge, Ltd.

By: 

Name:

Kobi Ben-Shabat

Title:

CEO

חולטרא-צ'ארג' בע"מ
ULTRA-CHARGE LTD
515352367

Date:

05/14/2019

(Signature must be notarized)

On _____, before me, _____, Notary Public in and for (State, District, County, Country) _____, personally _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

CONFIDENTIAL

Page 21 of 24

PATENT
REEL: 049559 FRAME: 0901

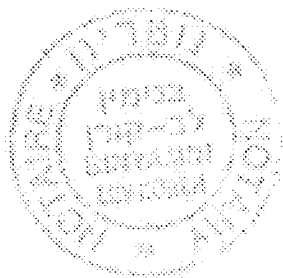


Exhibit A

"Live Assets"

Assets to be Assigned

UTR File No.	Patent No.	App. No.	Filing Date	Country	Disposition
ION-000100JP	JP6298956B2	JP2015529781A	1/15/2013	JP	Granted
ION-000100KR	KR20150048840A	KR20157007865A	1/15/2013	KR	Pending
ION-000100US	US8377406B1	13/598570	8/29/2012	US	Granted
ION-000200US	US9272995B2	13/770774	2/19/2013	US	Granted
ION-000500EP	EP3024779A4	EP14828653A	3/24/2014	EP	Granted, Patent# pending
ION-000500US	US8722005B1	13/951973	7/26/2013	US	Granted
ION-000600CN	CN105722820B	CN201430060046A	11/4/2014	CN	Granted
ION-000600US	US9284268B2	14/071597	11/4/2013	US	Granted
ION-001110US	US20160149262A1	14/944183	11/17/2015	US	Pending
ION-001400CN	CN108290833A	CN201680069158A	12/3/2016	CN	Pending
ION-001400EP	EP3383842A1	EP20160871687	12/3/2016	EP	Pending
ION-001400JP	JP2019503956A	JP2018527802	12/3/2016	JP	Pending
ION-001400KR	KR20180088826A	KR20187015793A	12/3/2016	KR	Pending
ION-001400US	US10099925B2	15/368592	12/3/2016	US	Granted

05/14/2019

1 (MM/DD/YYYY)

CONFIDENTIAL

Page 15 of 24

RECORDED: 06/22/2019

PATENT
REEL: 049559 FRAME: 0902