

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6125859

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ALL AMERICAN LITHIUM LLC	10/08/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TERRALITHIUM LLC
<b>Street Address:</b>	5 GREENWAY PLAZA
<b>Internal Address:</b>	SUITE 110
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77046
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16297476
<b>Application Number:</b>	16258023
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)508-5858
<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>	2024819951
<b>Email:</b>	cbrown-smith@kilpatricktownsend.com
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP
<b>Address Line 1:</b>	607 14TH STREET NW
<b>Address Line 2:</b>	SUITE 900
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	106146-1129558/1145207
<b>NAME OF SUBMITTER:</b>	JENNIFER BLACKBURN
<b>SIGNATURE:</b>	/jennifer blackburn/
<b>DATE SIGNED:</b>	05/28/2020
<b>Total Attachments: 7</b>	
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## PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") dated as of October 8, 2019 (the "Effective Date"), is made by and between All American Lithium LLC, a Delaware limited liability company ("Assignor"), and TerraLithium LLC, a Delaware limited liability company ("Assignee").

### WITNESSETH:

[REDACTED]

WHEREAS, Assignor is the record owner of the United States [REDACTED] identified on Schedule A (collectively, the "Patents"), [REDACTED]; and [REDACTED];

WHEREAS, Assignor desires to assign all right, title and interest in and to the Patents to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment [REDACTED], and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby confirms that it assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Patents, including without limitation, all issued patents that have been or may be granted thereon and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof and any other patents and patent applications claiming priority to or the benefit of the foregoing anywhere in the world, and all records and files related thereto, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Patents, the right to prosecute, maintain and defend the Patents before any public or private agency, office or registrar, together with any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignor hereby authorizes the Commissioner of Patents in the United States Patent and Trademark Office and the officials of the relevant patent and trademark offices or agencies anywhere in the world to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. Cooperation. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment.

3. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This

Agreement may be executed and delivered by email in portable document format (.pdf), and delivery of the executed signature page by such method will be deemed to have the same effect as if the original signature had been delivered to other the parties.

[REDACTED]

[REDACTED]

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its respective duly authorized representative as of the Effective Date.

ALL AMERICAN LITHIUM LLC

By Ernest Clayton Walker Jr  
Name: ERNEST Clayton Walker Jr  
Title: CEO

ACCEPTED:

TERRALITHIUM LLC

By \_\_\_\_\_  
Name:  
Title:

*[Signature Page to the Patent Assignment]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its respective duly authorized representative as of the Effective Date.

ALL AMERICAN LITHIUM LLC

By \_\_\_\_\_  
Name:  
Title:

ACCEPTED:

TERRALITHIUM LLC

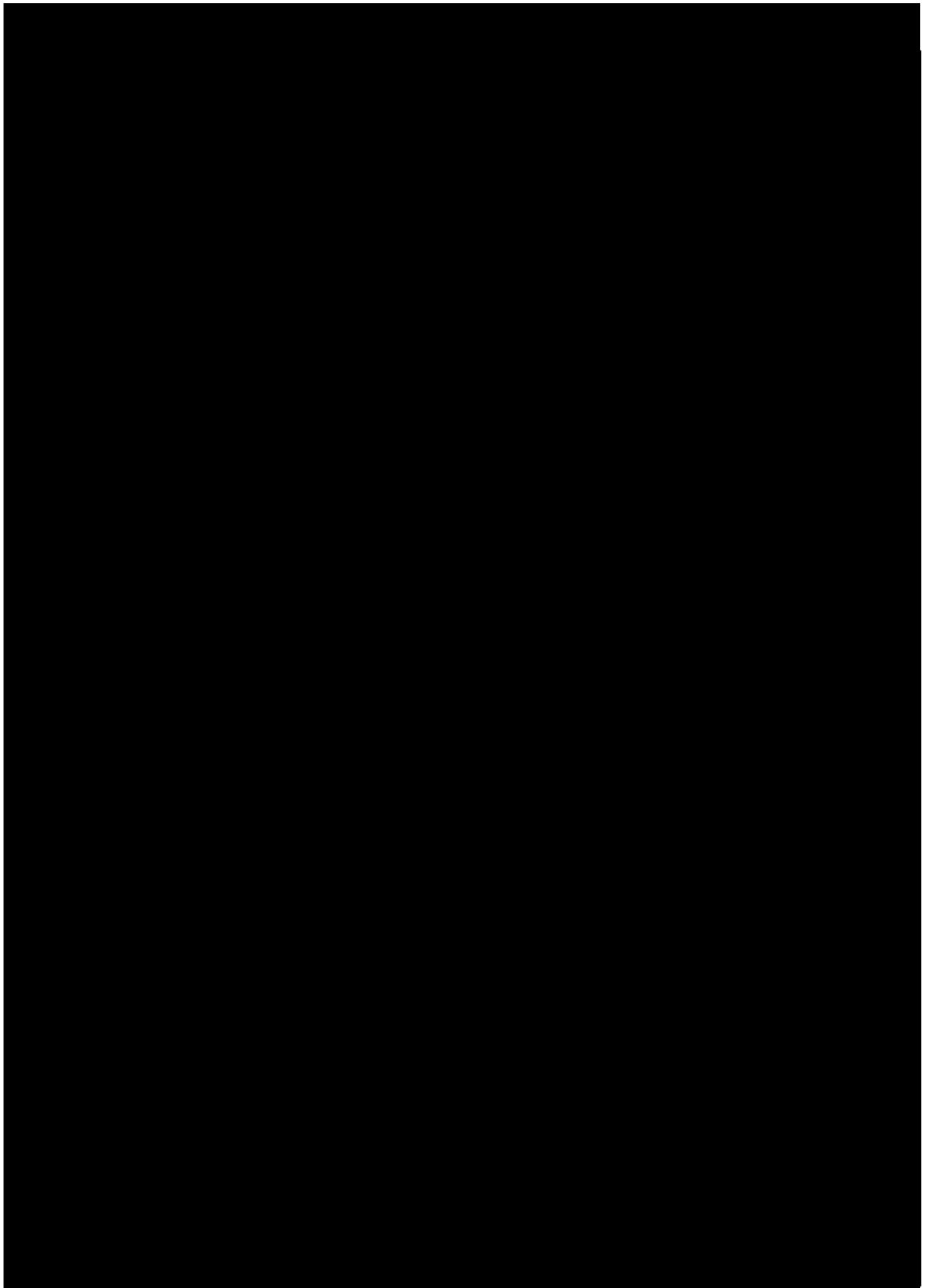
By Richard Jackson  
Name: Richard Jackson  
Title: President

*[Signature Page to the Patent Assignment]*

## SCHEDULE A

### Wholly-Owned Patents

COUNTRY	FILING DATE	APPLICATION NUMBER	PATENT NUMBER	ISSUE DATE	AAL REF NUMBER
US	Apr 23, 2010	12/766,589	8741256	Jun 3, 2014	6
US	Jun 24, 2010	12/822,580	8597521	Dec 3, 2013	14
US	Sep 13, 2010	12/880,924	8454816	Jun 4, 2013	15
US	Nov 12, 2010	12/945,519	8753594	Jun 17, 2014	17
US	Jun 24, 2010	12/823,000	9051827	Jun 9, 2015	28
US	Dec 20, 2010	12/972,728	8637428	Jan 28, 2014	31
US	Feb 17, 2011	13/029,908	8287829	Oct 16, 2012	32
US	Oct 27, 2011	13/283,311	8901032	Dec 2, 2014	61
US	Sep 19, 2012	13/622,642	9534276	Jan 3, 2017	69
US	Jun 29, 2012	13/539,106	8518232	Aug 27, 2013	70
US	Sep 14, 2012	13/617,609	9034294	May 19, 2015	73
US	Nov 28, 2011	13/305,489	8435468	May 7, 2013	76
US	Nov 28, 2011	13/305,465	8574519	Nov 5, 2013	77
US	Mar 19, 2013	13/847,175	9527753	Dec 27, 2016	78
US	Feb 24, 2014	14/188,293			88
US	Mar 14, 2013	13/827,616	9249478	Feb 2, 2016	94
US	Apr 30, 2013	13/874,004	9057117	Jun 16, 2015	97
US	Jul 16, 2013	13/943,395	9238851	Jan 19, 2016	99
US	Sep 3, 2014	14/476,491			101
US	Oct 3, 2013	14/045,297	9074265	Jul 7, 2015	102
US	Dec 16, 2013	14/107,689	9012357	Apr 21, 2015	104
US	Feb 17, 2014	14/181,816	9650555	May 16, 2017	106
US	Feb 25, 2014	14/190,032	10190030	Jan 29, 2019	107
US	Mar 3, 2014	14/195,788	9644126	May 9, 2017	108
US	Mar 5, 2014	14/198,492			109
US	Feb 24, 2014	14/187,961	9644866	May 9, 2017	110
US	Apr 21, 2014	14/257,369	9034295	May 19, 2015	114
US	Apr 21, 2014	14/257,396	9222149	Dec 29, 2015	115
US	Oct 31, 2014	14/529,324	9764318	Sep 19, 2017	129
US	Dec 8, 2014	14/562,901	9995121	Jun 12, 2018	135
US	May 15, 2015	14/714,170	9834449	Dec 5, 2017	144
US	Sep 12, 2017	15/702,277	10328424	Jun 25, 2019	155
US	Nov 2, 2017	15/801,988			158
US	Mar 8, 2019	16/297,476			171
US	Jan 25, 2019	16/258,023			172
US	Nov 19, 2018	62/769,266			





**Jointly-Owned Patents**

COUNTRY	FILING DATE	APPLICATION NUMBER	PATENT NUMBER	ISSUE DATE	AAL REF NUMBER
US	Apr 14, 2016	15/099,045	10,266,915	Apr 23, 2019	163
US	Mar 8, 2019	16/296,943			162
US	Aug 8, 2019	16/535,585			164

