

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6398952

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE NAME ON THE COVER SHEET TO P10 INDUSTRIES, INC. previously recorded on Reel 042875 Frame 0079. Assignor(s) hereby confirms the INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT.	
CONVEYING PARTY DATA		
Name		Execution Date
PILLER USA, INC.		11/19/2016
RECEIVING PARTY DATA		
Name:	P10 INDUSTRIES, INC.	
Street Address:	8214 WESTCHESTER DRIVE, SUITE 950	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75225	
PROPERTY NUMBERS Total: 18		
Property Type	Number	
Patent Number:	6255743	
Patent Number:	5864198	
Patent Number:	6124702	
Patent Number:	6192687	
Patent Number:	6236123	
Patent Number:	6408627	
Patent Number:	6463738	
Patent Number:	6512305	
Patent Number:	6955050	
Patent Number:	7086231	
Patent Number:	7127895	
Patent Number:	7314059	
Patent Number:	7642664	
Patent Number:	7693402	
Patent Number:	7753646	
Patent Number:	7918091	
Patent Number:	8333330	
Patent Number:	8671686	

PATENT

CORRESPONDENCE DATA**Fax Number:** (949)475-4754

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.

Phone: 949-451-3800**Email:** skann@gibsondunn.com**Correspondent Name:** STEPHANIE KANN**Address Line 1:** 3161 MICHELSON DRIVE**Address Line 2:** GIBSON, DUNN & CRUTCHER LLP**Address Line 4:** IRVINE, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	74387-00002
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NAME OF SUBMITTER:	STEPHANIE KANN
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SIGNATURE:	/stephanie kann/
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DATE SIGNED:	11/12/2020
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Total Attachments: 9

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4486699

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PILLER USA, INC.	11/19/2016
RECEIVING PARTY DATA	
Name:	P10 INDUSTRIES, LNC.
Street Address:	8214 WESTCHESTER DRIVE, SUITE 950
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75225
PROPERTY NUMBERS Total: 18	
Property Type	Number
Patent Number:	6255743
Patent Number:	5864198
Patent Number:	6124702
Patent Number:	6192687
Patent Number:	6236123
Patent Number:	6408627
Patent Number:	6463738
Patent Number:	6512305
Patent Number:	6955050
Patent Number:	7086231
Patent Number:	7127895
Patent Number:	7314059
Patent Number:	7642664
Patent Number:	7693402
Patent Number:	7753646
Patent Number:	7918091
Patent Number:	8333330
Patent Number:	8671686
CORRESPONDENCE DATA	

Fax Number: (703)770-7901

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.

Phone: (703)770-7900

Email: docket_ip@pillsburylaw.com

Correspondent Name: PILLSBURY WINTHROP SHAW PITTMAN LLP

Address Line 1: P.O. BOX 10500

Address Line 4: MCLEAN, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	047325-0000001
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NAME OF SUBMITTER:	JOSHUA TUCKER
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SIGNATURE:	/Joshua Tucker/
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DATE SIGNED:	06/30/2017
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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), effective as of November 19, 2016 (the "Effective Date"), is made and entered into by and between P10 Industries, Inc., formerly Active Power, Inc., a Delaware corporation ("Assignee"), and Piller USA, Inc., a Delaware corporation ("Assignor"). Assignee and Assignor may be hereinafter sometimes referred to collectively as the "Parties" or singularly as a "Party."

Background

WHEREAS, Assignee and Assignor have entered into an Asset Purchase Agreement (the "Acquisition Agreement") pursuant to which Assignor agreed that Assignee would retain the Assigned Intellectual Property (as defined below). All capitalized terms used in this Agreement and not otherwise defined have the same meanings as defined in the Acquisition Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows.

ARTICLE I Transfer

1.1 Assignment. As of the Effective Date, Assignor hereby contributes, assigns, grants, transfers, conveys and delivers to Assignee (and its successors and assigns), and Assignee hereby acquires from Assignor, all right, title, and interest (past, present, future, and throughout the world) in and to the following (collectively referred to as the "Assigned Intellectual Property"):

(a) the patents and patent applications identified in Exhibit A attached hereto; including, but not limited to: (i) any provisional, divisional, continuation, continuation-in-part, reexamination, reissue, extension, substitute or renewal thereof; (ii) any application or patent that claims priority therefrom; (iii) any foreign counterpart thereof; and (iv) any claims for infringement thereof;

(b) all registrations and applications pertaining to all or any of the foregoing; all the rights, claims and privileges that inhere therein or pertain thereto; the right to sue and recover damages for past, present and future infringement or violation thereof; the right to stand in the place of Assignor in all matters pertaining thereto; and all licenses and sublicenses (e.g., irrespective of whether to or from Assignor) pertaining thereto; and

(c) all other Retained Intellectual Property.

1.2 Cooperation.

(a) Assignor does hereby, without reservation, irrevocably authorize Assignee and its successors, assigns, nominees, representatives and designees to prepare and make, in Assignee's own name, any filing in any country, and to claim any right of priority without further authorization from Assignor, so that the Assigned Intellectual Property issues in the name of Assignee or its successors or assigns. Assignor shall, at the request of Assignee, or any of its successors, assigns,

nominees, representatives and designees, in every way cooperate and do everything that Assignee or any one or more of its successors, assigns, nominees, representatives and designees may reasonably consider necessary or appropriate to assist Assignee and its successors, assigns, nominees, representatives and designees to prepare and make any filing in any country to apply for, prosecute, register, evidence, defend, obtain, hold, secure, vest title (in Assignee) to, protect, perfect, maintain, uphold and enforce the Assigned Intellectual Property. Such cooperation includes for example but is not limited to: (a) communicating to Assignee and its successors, assigns, nominees, representatives and designees any material relating to creation, use, preparation, conception, reduction to practice, invention or discovery of all or any part of the Assigned Intellectual Property; (b) testifying and rendering prompt assistance and cooperation in any legal proceedings (including, but not limited to, any opposition, cancellation proceeding, interference proceeding, priority contest, public use proceeding, reexamination proceeding, and court proceeding) involving all or any part of the Assigned Intellectual Property; and (c) executing, verifying and delivering any assignments, oaths, declarations, powers of attorney, and other instruments and documents. Assignee shall reimburse Assignor for any reasonable, documented disbursements incurred by Assignor after the Effective Date in connection with providing assistance under this Section 1.2(a).

(b) Other than in a situation where Assignor reasonably disputes the reasonableness of a request made by Assignee under Section 1.2(a), if Assignor fails or refuses to execute any such assignment, oath, declaration, power of attorney, instrument or document, Assignor hereby designates and appoints Assignee (and its successors and assigns) as Assignor's true and lawful agent and attorney-in-fact (such agency and power of attorney being irrevocable by Assignor and coupled with an interest in favor of Assignee and its successors and assigns), with full power of substitution, to act for Assignor and in Assignor's behalf to do any lawfully permitted act in furtherance of the purposes of this Section 1.2 (including, but not limited to, executing, verifying and filing such assignments, oaths, declarations, powers of attorney, and other instruments and documents) in Assignor's name and stead but on behalf of and for the benefit of Assignee and its successors and assigns, with the same legal force and effect as if Assignor performed such act, irrespective of whether in Assignor's name or Assignee's name or otherwise.

ARTICLE II Miscellaneous

2.1 Notices. Any and all notices required or permitted to be given or received under this Agreement may be delivered personally or by Federal Express or other reputable overnight courier service or given by mail, addressed or transmitted to the appropriate party or parties at their respective addresses set forth below and shall be effective (a) in the case of personal delivery, when received; (b) in the case of Federal Express or other reputable overnight courier service, on the next business day after delivery by the sender to such service; and (c) in the case of mail, upon the earlier of actual receipt or three (3) business days after deposit in the United States Postal System, first-class certified or registered mail, postage prepaid, return receipt requested:

If to Assignor:

Piller USA, Inc.
45 Wes Warren Drive
Middletown, NY 10941-2047
Attention: President

or at such other address or addresses as may have been furnished in writing by Assignee to Assignor.

If to Assignee:

P10 Industries, Inc.
8214 Westchester Drive, Suite 950
Dallas, TX 75225
Attention: Chief Executive Officer

or at such other address or addresses as may have been furnished in writing by Assignor to Assignee.

2.2 Counterparts. This Agreement may be executed in multiple counterparts for the convenience of the Parties to this Agreement, all of which together shall constitute one and the same instrument.

2.3 Headings. The headings of this Agreement are for convenience only and do not constitute a part of this Agreement.

2.4 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

2.5 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

2.6 Governing Law. The construction, validity and interpretation of this Agreement shall be governed by the internal laws of the State of Texas without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

[signature page follows]

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as being effective for all purposes as of the Effective Date, notwithstanding any other date set forth elsewhere.

ASSIGNOR:

PILLER USA, INC.

By: _____

A. C. Dyke, Chairman

Signature Page to
Intellectual Property Assignment Agreement

PATENT
REEL: 052823 FRAME: 0087

ASSIGNEE:

P10 INDUSTRIES, INC.

By: 
Mark A. Ascolese, President & CEO

Signature Page to
Intellectual Property Assignment Agreement

PATENT
REEL: 052823 FRAME: 0086

EXHIBIT A
TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

United States and Foreign Patents

Publication Number	Title (Translation)
<u>US6255743</u>	Method and apparatus for providing an uninterruptible supply of electric power to a critical load
<u>US5864198</u>	Brushless generator
<u>US6124702</u>	Step switch cycloconverter utilizing multi-tap armature
<u>US6192687</u>	Uninterruptible power supply utilizing thermal energy source
<u>US6230123</u>	Generator providing alternating current which has a selected frequency
<u>US6408627</u>	Integrated continuous power system assemblies
<u>US6463738</u>	Method and apparatus for providing a continuous supply of electric power
<u>US6512305</u>	Method and apparatus having a turbine working in different modes for providing an uninterruptible supply of electric power to a critical load
<u>US6955050</u>	Thermal storage unit and methods for using the same to heat a fluid
<u>US7096231</u>	Thermal and compressed air storage system
<u>US7127895</u>	Systems and methods for providing backup energy to a load

Publication Number	Title (Translation)
<u>US7314059</u>	Systems and methods for controlling pressure of fluids
<u>US7642664</u>	Transient energy systems and methods for use of the same
<u>US7693402</u>	Thermal storage unit and methods for using the same to heat a fluid
<u>US7753646</u>	Systems and methods for cooling bearings
<u>US7918091</u>	Systems and methods for controlling humidity
<u>US8333330</u>	Systems and methods for controlling temperature and pressure of fluids
<u>US8671695</u>	Systems and methods for providing backup energy to a load
<u>DE60026700D1</u>	A THERMAL ENERGY SOURCE TO USE UNINTERRUPTIBLE POWER SUPPLY (UPS)
<u>DE60026700T2</u>	A THERMAL ENERGY SOURCE TO USE UNINTERRUPTIBLE POWER SUPPLY (UPS)
<u>EP0944948B1</u>	PERMANENT MAGNET GENERATOR FOR PROVIDING ALTERNATING CURRENT WHICH HAS A SELECTED FREQUENCY