506689017 05/28/2021 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6735835

SUBMISSION TYPE: NATURE OF CONVEYANCE:		NEW ASSIGNMENT ASSIGNMENT	
		Name Exe	cution Date
BEACON POWER CORPORATION		03/05	5/2012
RECEIVING PARTY DA	та		
Name:	1	POWER, LLC	
Street Address:	65 MIDDLESEX RD		
City:	TYNGSB	IGSBOROUGH	
State/Country:	MASSAC	ASSACHUSETTS	
Postal Code:	01879		
	-		
PROPERTY NUMBERS Total: 1 Property Type		Number	
		153454	
		133434	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of March 6, 2012, by and between Beacon Power Corporation, a Delaware corporation ("Assignor"), and Beacon Power, LLC, a Delaware limited liability company formerly known as RC Beacon Acquisition, LLC ("Assignee"). Capitalized terms used but not defined herein shall have the meanings as ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 3, 2012 (the "Purchase Agreement").

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the patents and patent applications set forth on <u>Schedule 1</u> attached hereto (collectively, the "Assigned Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances and Beacon Assumed Liabilities), all right, title and interest of Assignor in, to and under the Assigned Patents, including, without limitation, any continuations, divisions, continuations-inpart, reissues, reexaminations, renewals, extensions or foreign equivalents thereof, all inventions claimed therein, all patent applications directed to any such invention and all patents that may be granted thereon, all rights to claim priority on the basis thereof, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Patents.

Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth herein.

Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform, or cause to be performed, all lawful acts, and to do, or cause to be done, all things necessary or desirable to

PATENT REEL: 056384 FRAME: 0922

-1-

consummate the transactions contemplated hereby and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment and the purposes set forth herein.

This Assignment shall be construed in accordance with Sections 10.6 and 10.7 of the Purchase Agreement.

This Assignment may be executed in any number of counterparts and by facsimile (or other electronic means), each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy shall be a sufficient proof of signature, without it being necessary to produce the original copy.

This Assignment is delivered pursuant to and is subject to the terms and provisions of the Purchase Agreement and in the event of a conflict between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first written above.

BEACON POWER CORPORATION

Sler By: -w.(Name: Title: Q(石)

BEACON POWER, LLC

By:

Name: Title:

[Signature page to Patent Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first written above.

BEACON POWER CORPORATION

By:

Name: Title:

BEACON POWER, LLC

By:

Name: W. Scott Harlan Title: President

[Signature page to Patent Assignment]

Commonweath of Marias hitelle COUNTY OF Suffelk) SS.

On this 5^{th} day of <u>hatch</u>, 2012, before me, the undersigned notary public, personally appeared William Capp, President of Beacon Power Corporation, a Delaware corporation, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

__(official signature and seal of notary)

My commission expires ____

November 26, 2015 My Commission Expires streamonwealth of Massachusetts Notary Public BOUM A AIDIRTAR