

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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Assignment ID: PATI46234

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Alionyx Energy Systems Inc.	06/29/2022
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Linova Energy LP
<b>Street Address:</b>	602 E Huntington Drive
<b>City:</b>	Monrovia
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91016
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	11739173
<b>Application Number:</b>	62741519
<b>PCT Number:</b>	US1954889
<b>Application Number:</b>	18357915
<b>Application Number:</b>	63339684
<b>Application Number:</b>	18144806
<b>PCT Number:</b>	US2321414
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	6023826070
<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>	6023826000
<b>Email:</b>	sschahn@swlaw.com
<b>Correspondent Name:</b>	R. Lee Fraley
<b>Address Line 1:</b>	One East Washington St., Suite 2700
<b>Address Line 4:</b>	Phoenix , ARIZONA 85004
<b>ATTORNEY DOCKET NUMBER:</b>	79671.00001
<b>NAME OF SUBMITTER:</b>	Scott Schahn
<b>SIGNATURE:</b>	Scott Schahn
<b>DATE SIGNED:</b>	02/22/2024

**Total Attachments: 3**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“**Assignment**”) is made as of June 29, 2022 (the “**Effective Date**”), by Alionyx Energy Systems, Inc., a Delaware corporation (“**Assignor**”) in favor of Linova Energy LP., a Delaware limited partnership (“**Assignee**”) pursuant to the terms of that certain AES Contribution Agreement (the “**Contribution Agreement**”) executed on June 29, 2022 between Assignor and Assignee. All capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Agreement.

**WHEREAS**, pursuant to the Contribution Agreement, Assignor irrevocably contributed unto Assignee, its successors and assigns, the full and exclusive right, title and interest to the AES Assets, including without limitation the patents and patent applications set forth in Exhibit A; and

**WHEREAS**, for the purposes of memorializing the contribution and assignment of such patents and patent applications from Assignor and Assignee, the parties are entering into this Assignment for the recordation thereof in the USPTO.

**NOW, THEREFORE**, in consideration of the mutual covenant and agreements hereafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest: in and to the the patents and patent applications set forth in Exhibit A, including any continuation, divisional, continuation-in-part, reexamination and reissue patent applications and patents issuing therefrom, (collectively the “**Assigned Patents**”), and hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of any applicable governmental authority, to issue any and all registrations from any and all applications for registration included in the Assigned Patents to and in the name of Assignee. Assignee shall have the right to record this Agreement with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Patents.

2. Further Assurances. Assignor shall cooperate and provide, at Assignee’s cost, all reasonable assistance and execute any papers, if accurate, desired by Assignee, its successors, assigns and legal representatives, to preserve, acquire and/or perfect Assignee’s full protection and title in and to the Assigned Patents. If Assignee is unable for any reason, after reasonable effort, to secure Assignor’s signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor.

3. Successors and Assigns; Governing Law. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and shall be governed by the laws of the United States and the State of Delaware (without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction)).

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, this Assignment has been executed as of date first above written.

**Assignor:**

Alionyx Energy Systems, Inc.  
a Delaware corporation

DocuSigned by:  
By: Zeiad Muntasser  
Name: Zeiad Muntasser  
Title: COO, Alionyx Energy Systems

**Assignee:**

Linova Energy LP,  
a Delaware limited partnership

DocuSigned by:  
By: Mike Nagus  
Name: Michael Nagus  
Title: CEO, Linova Energy LP

[Signature Page to Intellectual Property Assignment]

**EXHIBIT A****Assigned Patents**

<b>Title</b>	<b>Country</b>	<b>Filing Type</b>	<b>App. No./ Filing Date</b>	<b>Patent No./ Issue Date</b>	<b>Status</b>
QUINONE-COMPRISING NETWORK POLYMERS AS STABLE, HIGH CAPACITY ORGANIC ELECTRODE MATERIALS	U.S.	Provisional	62,741,519 10/4/2018		Expired
CROSSLINKED POLYMERS AND RELATED COMPOSITIONS, ELECTROCHEMICAL CELLS, BATTERIES, METHODS AND SYSTEMS	U.S.	Non-Provisional	16,593,935 10/4/2019	11,739,173 08/29/2023	Issued (Priority to Provisional '519)
CROSSLINKED POLYMERS AND RELATED COMPOSITIONS, ELECTROCHEMICAL CELLS, BATTERIES, METHODS AND SYSTEMS	WO	PCT	PCT US2019 054889 10/4/2019		Expired
CROSSLINKED POLYMERS AND RELATED COMPOSITIONS, ELECTROCHEMICAL CELLS, BATTERIES, METHODS AND SYSTEMS	CA	National Stage	CA 3115290 4/1/2021		Pending
CROSSLINKED POLYMERS AND RELATED COMPOSITIONS, ELECTROCHEMICAL CELLS, BATTERIES, METHODS AND SYSTEMS	US	Divisional of 16,593,935	18,357,915 10/4/2022		Pending
S-LINKED QUINONE POLYMERS, SULFURIZED CARBON MATRICES AND RELATED COMPOSITES, COMPOSITIONS, ELECTRODE MATERIAL, ELECTRODES, ELECTROCHEMICAL CELLS, BATTERIES, METHODS AND SYSTEMS	U.S.	Provisional	63,339,684 05/09/2022		Expired
S-LINKED QUINONE POLYMERS, SULFURIZED CARBON MATRICES AND RELATED COMPOSITES, COMPOSITIONS, ELECTRODE MATERIAL, ELECTRODES, ELECTROCHEMICAL CELLS, BATTERIES, METHODS AND SYSTEMS	U.S.	Non-Provisional	18,144,806 05/08/2023		Pending (Priority to Provisional '684)
S-LINKED QUINONE POLYMERS, SULFURIZED CARBON MATRICES AND RELATED COMPOSITES, COMPOSITIONS, ELECTRODE MATERIAL, ELECTRODES, ELECTROCHEMICAL CELLS, BATTERIES, METHODS AND SYSTEMS	U.S.	PCT	PCT US2023 021414 05/08/2023		Pending