

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI186043

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONDITIONAL ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Lung Kuo	09/09/2008
Chia-Shou Kuo	09/09/2008
Horizon Batteries-China L.L.C.	09/09/2008
RECEIVING PARTY DATA	
Company Name:	Horizon Batteries L.L.C.
Street Address:	2045 Main Street
City:	Madison
State/Country:	MISSISSIPPI
Postal Code:	39110
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8146648
Patent Number:	8312983
Patent Number:	8550126
CORRESPONDENCE DATA	
Fax Number:	
<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:	3105621222
Email:	jackolivo@olivoipg.com
Correspondent Name:	John W Olivo Jr.
Address Line 1:	9440 Santa Monica Blvd., Ste 301
Address Line 4:	Beverly Hills, CALIFORNIA 90210
ATTORNEY DOCKET NUMBER:	392-001
NAME OF SUBMITTER:	John Olivo
SIGNATURE:	John Olivo
DATE SIGNED:	04/23/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 16	

source=PLA Abstract#page1.tif
source=PLA Abstract#page2.tif
source=PLA Abstract#page3.tif
source=PLA Abstract#page4.tif
source=PLA Abstract#page5.tif
source=PLA Abstract#page6.tif
source=PLA Abstract#page7.tif
source=PLA Abstract#page8.tif
source=PLA Abstract#page9.tif
source=PLA Abstract#page10.tif
source=PLA Abstract#page11.tif
source=PLA Abstract#page12.tif
source=PLA Abstract#page13.tif
source=PLA Abstract#page14.tif
source=PLA Abstract#page15.tif
source=PLA Abstract#page16.tif

PATENT LICENSE AGREEMENT ABSTRACT

This ABSTRACT and its Appendix 1 evidences licensing and equity ownership in seventeen (17) U.S. and non-US patents as set forth herein below (the “17 patents”), to owner and Licensor, Horizon Batteries L.L.C., (“HB”) a Delaware limited liability company formerly having an address of 5000 Legacy Drive, Suite 470, Plano, Texas, 75024 and currently having an address at 2045 Main Street, Madison MS 39110, and Horizon Batteries-China L.L.C. (“HBC”), a Nevada limited liability company along with Lung Kuo a/k/a Tony L. Kuo and family (“the Kuo family members”). HB hereinafter known as owner and Licensor of the 17 patents, has licensed the 17 patents to HBC and the Kuo family members, both as Licensees as set forth herein, and all the parties agree according to the agreements set forth in Appendix 1, notably, the TECHNOLOGY LICENSE AGREEMENT dated September 9, 2008 together with any amendments thereto as attached along with an invoice detailing HB’s equity ownership and rights to use pursuant to the 17 patents as set forth herein below (numbers 1 through 17 below correspond with numbers 1 through 17 in the attached invoice). HB also confirms that both HBC and the Kuo family members are both Licensees to the 17 patents. For the sake of clarity, both Licensees have the right to use the relevant technology for the Greater China Region (which is comprised of People’s Republic of China (PRC), Inner Mongolia, Republic of China (ROC) or Taiwan, Hong Kong, Macau and Vietnam), and owner (Licensor) HB has the right to use the relevant technology (to the 17 patents) elsewhere.

No.	Country	Patent Number	Application	Title	Filing Date
1	Taiwan	TWM393812U	TW099207499U	Polar plate stacking device	12/1/2010
2	Taiwan	TWM393814U	TW099207497U	Electrode head mounting and molding device	12/1/2010
3	Taiwan	TWM393808U	TW099208333U	Automatic sheet stacking device	12/1/2010
4	Taiwan	TWM393813U	TW099210046U	Automatic acid-pouring device	12/1/2010
5	Taiwan	TWM393810U	TW99213266U	Battery box assembling device	12/1/2010
6	Taiwan	TWM393378U	TW99213534U	Automatic greasing-stirring device	12/1/2010
7	Taiwan	TWI430497B	TW099129507A	Horizon battery production system	9/1/2010
8	China	CN201670586U	CN2010201793489U	极板堆栈装置 (Pole plate stacking device)	12/15/2010
9	China	CN201673959U	CN2010201793506U	电极头安装成型装置 (Device for installing and molding electrode tip)	12/15/2010
10	China	CN201673962U	CN2010201855610U	自动叠板装置 (Automatic plate superposing device)	12/15/2010
11	China	CN201699096U	CN2010202155131U	自动灌酸装置 (Automatic battery acid filling device)	1/5/2011
12	China	CN201804921U	CN2010205298461U	电池盒组装置 (Assembly device of battery box)	4/20/2011
13	China	CN201807320U	CN2010205298495U	自动和膏装置 (Automatic paste mixing device)	4/27/2011
14	China	CN102403539B	CN201010282176.2A	水平电池生产系统 (Horizontal battery production system)	9/15/2010
15	USA	US8146648B2	US12/984,097	Apparatus for forming electrode heads	1/4/2011
16	USA	US8312983B2	US12/984,113	Apparatus for stacking electrode plates	1/4/2011
17	USA	US8550126B2	US12/984,084	Automatic acid filling apparatus	1/4/2011

APPENDIX 1

TECHNOLOGY LICENSE AGREEMENT

This Technology License Agreement ("Agreement") is entered into as of September 9, 2008, by and among Horizon Batteries, L.L.C. ("HB"), a Delaware limited liability company having an address of 5000 Legacy Drive, Suite 470, Plano, Texas, 75024, Horizon Batteries – China, L.L.C., a Nevada limited liability company and Lung Kuo a/k/a Tony L. Kuo and family ("Licensee"). HB and Licensee are referred to herein as "the Parties."

WHEREAS, HB has rights in certain patents, technology, and know-how that it wishes to exclusively license to Licensee, so that Licensee may manufacture, use, sell, market and offer to sell Products utilizing such patents, technology and know-how.

WHEREAS, Licensee desires a license for the Greater China Region (which is comprised of People's Republic of China (PRC), Inner Mongolia, Republic of China (ROC) or Taiwan), Hong Kong, Macau and Viet Nam) as described herein.

NOW THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties enter into this Agreement.

1.0 Definitions.

1.1 **"BMA Technology"** means all right, title and interest of HB in and to the intellectual property referenced in the License and Purchase Option Agreement dated April 11, 2002 between Blanyer-Mathews Associates, Inc. and HB.

1.2 **"Disclosing Party"** means a party that discloses information to the other party. **"Receiving Party"** means a party that receives information from the other party.

1.3 **"Confidential Information"** means all information disclosed in any manner to a Receiving Party by a Disclosing Party including, but not limited to, business or technical information, know-how, technology, inventions, formulations, improvements, manufacturing data, specifications, designs and concepts, regardless of the manner in which such information is disclosed. Information that would otherwise qualify as Confidential Information shall not be considered as such if the Receiving Party can show that any one of the following conditions exists.

- (i) The Receiving Party knew (as can be shown by documentary evidence predating the Effective Date) the information prior to disclosure by the Disclosing Party and held it without restriction as to further disclosure.
- (ii) Another source lawfully disclosed the information to the Receiving Party and did not restrict the Receiving Party in the further use or disclosure of the information.
- (iii) The information was already in the public domain when the Disclosing Party disclosed it to the Receiving Party, or entered the public domain after the Disclosing Party disclosed it to the Receiving Party, but through no fault of the Receiving Party.



- (iv) Public disclosure is required by government regulation or order. In such case the Receiving Party shall publicly disclose the minimum amount of Confidential Information necessary to comply with the regulation or order. If possible, Confidential Information disclosed under this Section shall be designated as confidential or proprietary.

1.4 **"ELSI Technology"** means all right, title and interest of Electrosorce to all intellectual property licensed by Electrosorce to HB in that certain License Agreement effective July 27, 2001 between Electrosorce and HB.

1.5 **"Improvement" or "Improvements"** mean any invention, discovery, know-how or technology developed by Licensee, and includes any change, extension, or improvement to the Licensed Technology.

1.6 **"Licensed Technology"** means any Patents, Confidential Information and other intellectual property rights now owned or licensed by, or hereafter acquired or licensed by, HB and that are necessary for or useful in the manufacture, use or sale of the Products. Licensed Technology includes the BMA Technology. Improvements are specifically excluded from the Licensed Technology.

1.7 **"Marks"** means any trademarks, service marks or trade names used by Licensee in connection with the manufacture, distribution, use, marketing or sale of Products.

1.8 **"Patent" or "Patents"** means any patents now owned or licensed by, or hereafter acquired or licensed by, HB and that are necessary for or useful in the manufacture, use or sale of the Products.

1.9 **"Product" or "Products"** means energy storage systems, including electrochemical cells and batteries of electrochemical cells, and related products or services provided, manufactured, marketed, distributed, sold, offered for sale or used by Licensee.

2.0 Technology License Grant.

HB grants to Licensee and Licensee hereby accepts a license under the Licensed Technology to manufacture, market, distribute, sell, and offer to sell Products in all fields of use in the GCR and its administrative regions only, and not as a product or part of a product to be exported to other parts of the world. This license is granted in exchange for a royalty of three percent (3%) of sales price to the first level of distribution.

3.0 Patent Marking.

Licensee shall mark all Products falling within the scope of one or more Patents with patent marking or other applicable legends in a manner approved by HB in order to conform to applicable marking statutes, including 35 U.S.C. § 287.



4.0. Confidentiality.

4.1 Limited Distribution. The Receiving Party will limit access to Confidential Information to each of its employees who (a) has a need to know the Confidential Information for the purposes set forth in this Agreement, and (b) is under a written obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as those in this Agreement. The Receiving Party will copy Confidential Information only as reasonably necessary for it to complete the purposes of this Agreement.

4.2 Limitations on Use or Disclosure. The Receiving Party will hold Confidential Information in confidence in accordance with this Agreement and the Receiving Party may use Confidential Information only for the purposes set forth in this Agreement. In the event the Receiving Party intends to disclose the Confidential Information to a third party, the Confidential Information shall be disclosed (a) only after obtaining written authorization from the Disclosing Party, and (b) only if said third party is under a written obligation, approved of in advance by the Disclosing Party, to hold the Confidential Information in confidence under terms and conditions at least restrictive as those in this Agreement. The Receiving Party will not disclose Confidential Information to any third party except as set forth in this Agreement.

4.3 Duty of Care. The Receiving Party will satisfy its obligations to protect Confidential Information from misuse or unauthorized disclosure by exercising reasonable care. Such care will include protecting Confidential Information using those practices required by law to maintain the Confidential Information as a trade secret.

4.4 Return of Confidential Information. The Receiving Party will, upon the termination of this Agreement, (a) destroy all received Confidential Information, including copies, then in its possession or control, or (b) return all such Confidential Information and copies to the Disclosing Party.

5.0 Improvements.

5.1 All Improvements made by the licensee shall be owned jointly by HB and the licensee and shall be considered as Confidential Information by both parties.

5.2 If any Improvement constitutes patentable subject matter, HB shall have the sole right to file for and obtain patent protection thereon throughout the world. HB shall be responsible for all fees, including governmental and attorneys fees, related to any such patent applications or the maintenance of any resulting patents. Any patent with one or more claims directed to an Improvement shall not be included within the definition of Patent or within the definition of Licensed Technology.

6.0 Sublicenses.

Licensee shall have the right during the term of this Agreement to sublicense third parties to manufacture, sell, distribute or market Products. Any such sublicense shall be in accordance with a written sublicense agreement that includes identical standards and restrictions as those contained in this Agreement. Any sublicensee that is not under the managerial and equity control of the licensee must be approved by HB, which approval will not be unreasonably withheld.



7.0 Third-Party Violations.

7.1 In the event Licensee becomes aware of any information indicating that a third party may be infringing or misappropriating, or may have infringed or misappropriated (collectively, "violation") any of the Licensed Technology, Licensee shall, in its sole discretion, determine whether to bring a claim or action to stop the violation.

7.2 All expenses and costs incurred by Licensee in the course of any action, including litigation, pursuant to Section 7.1 shall be paid by Licensee. All recoveries including, but not limited to, awards of damages, statutory damages, and awards of attorneys' fees, expenses and/or costs, obtained in the course of any such action shall be paid to Licensee.

7.3 If HB desires its own attorney in any such action, it shall pay its own attorneys fees and related costs.

8.0 Third-Party Challenges.

8.1 In the event that any third party alleges that a Product infringes any intellectual property rights of such third party, Licensee shall investigate and, at its option, defend against such allegations at Licensee's expense. All recoveries including, but not limited to, awards of damages, statutory damages, and awards of attorneys' fees, expenses and/or costs, obtained during the course of any such litigation pursuant to this Section 8.1 shall be paid to Licensee.

8.2 If a Product is held to infringe the intellectual property rights of a third party and Licensee is required to pay a royalty to such party for the right to continue to manufacture and sell such Product, or if settlement of any claim of rights similarly so requires, (a) Licensee shall be required to either (i) make such payments, (ii) redesign the Products to a non-infringing alternative not subject to the royalty or (iii) terminate this Agreement in accordance with Section 11.

9. Assistance by HB.

9.1 HB shall fully cooperate, at no expense to Licensee, in any such action as set forth in Sections 7 and 8. Such cooperation shall include, without the need for Licensee to file a subpoena: (a) immediately providing, at Licensee's request, documents, samples and information related to the violation, (b) conferencing with Licensee and/or Licensee's attorneys, (c) providing deposition and trial testimony, and (d) being named as a party in any lawsuit.

10. Nonuse of Marks.

HB shall not use or register (a) any of the Marks (regardless of style, presentation or language in which HB may reproduce the Mark, or whether used in conjunction with another mark, word, term, phrase, name, design or logo), or (b) any mark, work, term, phrase, name, design or logo that is confusingly similar to any of the Marks.

11. Term and Termination.



11.1 Unless terminated sooner in accordance with this Agreement, this Agreement shall continue until Licensee ceases manufacturing, distributing, selling or marketing Products.

11.2 HB or Licensee shall have the right to terminate this Agreement upon sixty (60) days written notice to the other parties, if another party fails to comply in any material respect with any term or condition of this Agreement and such failure to comply is not corrected within the foregoing sixty (60) day notice period.

11.3 Sections 4, 5 and 9 shall survive the termination of this Agreement.

11.4 This Agreement may be terminated by the mutual consent in writing of the Parties.

11.5 The license in this Agreement is personal in nature and shall immediately and automatically terminate without notice if (a) Licensee commences a voluntary case or other proceeding seeking liquidation, reorganization, dissolution or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, (b) an involuntary case or other proceeding is commenced against Licensee, seeking liquidation, reorganization or other relief with respect to it or Licensee's debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property which is not dismissed within 60 days, or (c) Licensee is dissolved.

11.6 Upon expiration or termination of this Agreement, Licensee and any sub licensee of Licensee shall immediately cease all use of the Licensed Technology and will not use any Licensed Technology thereafter provided, however, that Licensee shall be entitled to complete, market and distribute any existing or work-in-progress inventory for a period of three months after termination. If expiration or termination occurs the sub licensee shall be allowed to enter into a new licenses agreement with licensor (HB) on the same condition.

12.0 Indemnification.

12.1 In the event of an unauthorized disclosure of Confidential Information by the Receiving Party, employee of a Receiving Party or third party to whom a Receiving Party disclosed Confidential Information, the Receiving Party shall indemnify the Disclosing Party for (a) any monetary damages resulting from the unauthorized disclosure, and (b) reasonable legal fees associated with obtaining an injunction related to and/or monetary damages resulting from the unauthorized disclosure.

12.2 Each party (the "indemnifying party") shall indemnify and hold the other (the "indemnified party") harmless from and against any and all claims, liabilities, loss, expense (including reasonable attorneys' fees) or damages arising out of the indemnifying party's breach of this Agreement, provided that the indemnified party shall, with reasonable promptness, notify the indemnifying party of any such claim, demand, or suit and shall fully cooperate in the defense thereof. The indemnifying party shall have the right to designate counsel to defend against such claims and suits; however, at the indemnified party's option,



the indemnified party shall have the right to participate in the defense with its own counsel at its own expense. In no event shall any such claims or suits affecting the rights of a party be settled without the prior written consent of that party.

12.3 Licensee shall defend and hold HB harmless against and from any and all claims made against HB based upon, arising out of, or in any way related to, (i) the operation or condition of any part of any of the Licensee's installations, (ii) the storage, warehousing, distribution or sale of the Products, (iii) Licensee's conduct of its business, (iv) any negligent act, misfeasance or nonfeasance by Licensee or any of its agents, contractors, servants or employees, (v) any and all fees, costs and expenses incurred by or on behalf of HB in the investigation of or defense against any and all of the foregoing claims, and (vi) Licensee's breach of any of its representations, warranties or covenants made herein.

13.0 Warranties.

13.1 HB warrants that, for the term of this Agreement, it (a) is either the sole owner, or exclusive licensee of, all of the Licensed Technology and that no third party (including Electrosource or Blanyer-Mathews Associates, Inc.) has the right to use, or to authorize another to use, any of the Licensed Technology in competition with Licensee, and (b) has the right and authority to grant the exclusive license described herein.

13.2 HB warrants that, to the best of its knowledge, the use of the Licensed Technology does not infringe upon or misappropriate the rights of any third party.

13.3 HB warrants that there has been no holding, decision or judgment rendered by any governmental authority that would limit, cancel or question the validity of any of the Licensed Technology.

13.4 HB has received no notice of any adversely held patent, patent right, trademark, service mark, trade name, trade secret, copyright, or other proprietary right of any other person or notice of any claim of any other person that would affect the validity or value of the Licensed Technology, nor has HB made a claim against any person, relating to any of the Licensed Technology and HB has no knowledge of any basis for any such claim.

14.0 Assignment.

14.1 The license granted Licensee under Agreement is personal and may not be assigned through bankruptcy proceedings.

14.2 Licensee shall not assign this Agreement or any right or duty hereunder without the express prior written consent of HB.

14.3 The rights and obligations under this Agreement shall accrue to and be binding upon the permitted assigns or successors to this Agreement.

15.0 Notice.

Any notice required or provided for by the terms of this License shall be in writing, and any notices, reports, and statements provided for hereunder shall be sent by facsimile or by Express, registered, or certified mail, to the party to be served therewith at the address set

forth at the beginning of this Agreement. A change in mailing address for the foregoing purposes may be made by either party by giving written notice thereof to the other party.

16.0 Severance.

In the event a court of competent jurisdiction finds any provision herein illegal or unenforceable, the illegal or unenforceable provision shall be enforced, if possible, to the greatest extent allowed by law in accordance with the Parties' intent as reflected by this Agreement. If said provision cannot be enforced, the remainder of the Agreement shall be enforced to the greatest extent possible, and the offending provision shall be treated as though not a part of this Agreement.

17.0 No Waiver of Rights.

Neither failure of any party to give notice of any breach or indulgence or waiver of its rights under this Agreement shall affect its position under this Agreement or shall be construed as a waiver of its right to give such notice for any subsequent breach. Nor shall any failure to give notice constitute a waiver or release of any breach committed by a party unless such breach shall be expressly waived in writing.

18.0 Entire Agreement.

This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and merges all prior discussions with respect to same. Any modification to this Agreement must be in writing and signed by a duly authorized agent of the party(ies) to be bound.

19.0 Independent Contractors.

The Parties are independent contractors. Each will bear its own costs and expenses incurred in connection with this Agreement. No party has the authority to bind the other to any third party agreement, except as may be mutually agreed to in a separate writing. In no event shall any party be liable for any debts of any other party to its customers or its other creditors unless provided for in this Agreement or in a separate writing.

20.0 Right to Injunction and Attorney's Fees.

20.1 Each party agrees that any breach of this Agreement by it or any of its employees, agents, officers or directors or any other third person acting in concert with it or on its behalf (collectively, "representatives") may cause irreparable harm and result in significant commercial damage to the other party. It is further understood and agreed that monetary damages would not be a sufficient remedy for any breach of this Agreement and that, in addition to monetary damages and all other rights and remedies available at law to the non-breaching party shall be entitled to equitable relief, including injunctive relief, specific performance and/or the granting of an immediate restraining order and/or preliminary injunction (without posting bond) enjoining any such breach or reasonably anticipated breach as a remedy. Such equitable remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.

2
AB
7

20.2 If a party prevails in any action against the other for a breach of the terms of this Agreement, including a restraining order and/or injunction, then, in addition to any damages that may be awarded to the prevailing party, it shall be entitled to recover its reasonable attorney's fees and other litigation costs from the other party in connection with such litigation, including any appeal there from.

21.0 Export.

Regardless of any disclosure by Licensee to HB of the ultimate destination of any Product, Licensee shall be solely responsible for ensuring that the transportation of Products conforms to all governmental regulations including export and import laws.

22.0 Force Majeure.

22.1 If the performance of this Agreement, or any obligation under this Agreement, is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes, inability to procure or obtain delivery of parts, supplies or power, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency, or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other parties, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance under this Agreement with dispatch whenever such causes are removed.

22.2 If a party was required to meet a scheduled date of performance of any obligation during such period of nonperformance, then the date for performance shall be extended by a period equal to the period of nonperformance.

23.0 Choice of Law and Forum.

This Agreement is made under, and shall be governed by and construed in accordance with, the laws of the United States and the internal laws of the State of Texas, without reference to its principles of conflicts of law. The United States District Court for the District of Texas and the state courts of Texas, County of Collin, shall have exclusive jurisdiction over any dispute involving this Agreement and the Licensed Technology, and each party consent to personal jurisdiction in such courts.

24.0 Choice of Law for Non-US Patents.

Any dispute between the Parties concerning the scope, interpretation or validity of a non-US patent shall be determined by the laws governing same.

25.0 Entry of Judgment.

Each party agrees that any judgment rendered by a court of competent jurisdiction may be enforced against it in any jurisdiction throughout the world. Each party further agrees that it will not take legal action in any country or forum to prevent the entry or enforcement



of any judgment rendered against it, other than to appeal the decision of a court of competent jurisdiction as set forth in the preceding paragraphs.

IN WITNESS WHEREOF, HB and Licensee have executed this Agreement effective as of the last date set forth below.

HB: HORIZON BATTERIES, L.L.C.

By 

Title Chairman

Printed name HAKOW Cole

Date 9/9/08

LICENSEE: HORIZON BATTERIES - CHINA, LLC

By 

Title Managing member, chairman

Printed name Lung Kuo

Date 9/11/08

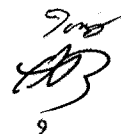
LICENSEE: Lung Kuo a/k/a Tony L. Kuo

By 

Title _____

Printed name Lung. Kuo

Date 9/11/08


9

ADDENDUM NO. 1 TO TECHNOLOGY LICENSE AGREEMENT

THIS ADDENDUM NO. 1 TO TECHNOLOGY LICENSE AGREEMENT (the "Addendum"), is made entered into as of the 27 day of April, 2009, by and between Horizon Batteries, L.L.C. ("HB") and Horizon Batteries - China, LLC and Lung Kuo a/k/a Tony L. Kuo and family ("Licensee").

In consideration of the mutual terms, covenants, conditions and agreements hereinafter contained and other good and valuable consideration, it is hereby agreed by and between the parties hereto that the Technology License Agreement dated September 11, 2008, (the "Agreement"), be and hereby is amended as follows:

1. Paragraph 2.0 of the Agreement is amended to include the following provision:

Technology License Grant.

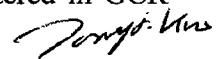
Notwithstanding anything contained in this provision to the contrary, HB hereby grants to Licensee and Licensee hereby accepts a license under the Licensed Technology to market, distribute, sell and offer to sell Products in all fields of use, except in the trucking, marine and recreational markets, in the United States on a non-exclusive basis (hereinafter referred to as the "US License"). The US License is granted in exchange for a royalty of \$23.50 per Product sold. To protect all license holders Licensee must submit the application for all Product sales in connection with the US License in writing and, HB must provide written approval of the application, such response to the application to be given within fifteen (15) days from receipt of same by HB, said response not to be unreasonably withheld.

2. Paragraph 5.2 is amended in its entirety, as follows:

5.2 If any Improvement made by the licensee that constitutes patentable subject matter, HB and Licensee, jointly, shall have the sole right to file for and obtain patent protection thereon throughout the world. HB and Licensee, jointly, shall be responsible for all fees, including governmental and attorneys fees, related to any such patent applications or the maintenance of any resulting patents. These improvements whether patentable or not become a part of the License Technology and its use by HB and Licensee will be free of royalty. Any patent with one or more claims directed to an Improvement shall not be included within the definition of Patent or within the definition of Licensed Technology.

3. Paragraph 7.1 is amended in its entirety, as follows:

7.1 In the event Licensee becomes aware of any information indicating that a third party may be infringing or misappropriating, or may have infringed or misappropriated (collective, "violation") any of the Licensed Technology, HB and Licensee shall jointly, in their sole discretion, determine whether to bring a claim or action to stop the violation. The parties hereto acknowledge that the present US Patents are not registered in GCR



and, therefore, US patents are excluded from Licensed Technology, as defined herein, only as to GCR. While the present US Patents are not recognized in the GCR, Licensee is not relieved from its responsibilities and rights with regard to all other elements of the Licensed Technology, as defined herein. This exception shall apply to this provision and, where applicable, throughout the terms of this Agreement. All future patents for the Licensed Technology and registered in GCR will not be excluded under this provision.

4. This Addendum may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. Capitalized terms used in this instrument shall have the same meaning as in the Agreement.

5. Except as expressly amended hereby, all of the terms and conditions of the Agreement remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the Effective Date referenced herein.

HB: HORIZON BATTERIES, L.L.C.

By: HAL COLE

Title: CHAIRMAN

Printed Name: HAL COLE

LICENSEE: Lung Kuo a/k/a Tony L. Kuo

Horizon Batteries - China, LLC

By: Tony L. Kuo

By: Tony L. Kuo

Title: Member

Printed Name: Tony L. Kuo

ADDENDUM NO. 2 TO TECHNOLOGY LICENSE AGREEMENT

THIS ADDENDUM NO. 2 TO TECHNOLOGY LICENSE AGREEMENT (the "Addendum"), is made entered into as of the 16 day of February, 2012, by and between Horizon Batteries, L.L.C. ("HB") and Horizon Batteries - China, LLC and Lung Kuo a/k/a Tony L. Kuo and family ("Licensee").

In consideration of the mutual terms, covenants, conditions and agreements hereinafter contained and other good and valuable consideration, it is hereby agreed by and between the parties hereto that the Technology License Agreement dated September 11, 2008, (the "Agreement"), and amended by that certain Addendum No. 1 to Technology License Agreement dated April 27, 2009, be and hereby is amended as follows:

1. Paragraph 2.0 of the Agreement is amended to include the following provision:

In addition to the US License, and notwithstanding anything contained in this provision to the contrary, HB hereby grants to Licensee and Licensee hereby accepts a limited, non-exclusive license under the Licensed Technology to market, distribute, sell and offer to sell Products in all fields of use, outside the United States (hereinafter referred to as the "International License") to the following entities:

- (i) **Xtreme Power, Inc.**, its affiliates, successors, assigns and those individuals or entities which have an ownership interest in Xtreme Power, Inc.; and
- (ii) **Millennium Energy Group, LLC**, its affiliates, successors, assigns and those individuals or entities which have an ownership interest in Millennium Energy Group, LLC.

The International License is granted in exchange for a royalty of \$23.50 per Product sold to Xtreme Power, Inc. or its related individuals or entities, and a royalty of \$25.00 per Product sold to Millennium Energy Group, LLC or its related individuals or entities. In addition, the license will extend to all other entities outside the United States, that are not covered in the China Region to market, distribute, sell and offer to sell Products in all fields of use in exchange for a royalty of \$23.50 per Product sold. All such Product sales shall be promptly invoiced to customers directly through HB upon receipt by HB of notification and detailed billing information from Licensee.

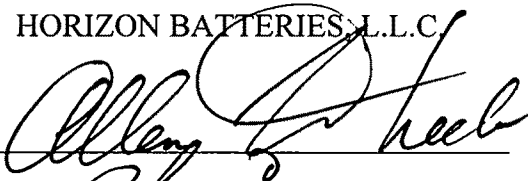
2. This Addendum may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. Capitalized terms used in this instrument shall have the same meaning as in the Agreement.

3. Except as expressly amended hereby, all of the terms and conditions of the Agreement as amended on April 27, 2009 remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the Effective Date referenced herein.

HB: HORIZON BATTERIES, L.L.C.

By:



Title:

Chairman

Printed Name: Allen Wheeler 2-16-2012

LICENSEE: Lung Kuo a/k/a Tony L. Kuo

Horizon Batteries - China, LLC

By: _____

By: _____

Title: _____

Printed Name: _____

mb\henry burkhalter\horizon batteries\ Addendum 2
to Technology License Agreement (China) 12-15-11



INVOICE

Date: 05/03/2019
Invoice No: SI008-19
Customer: Horizon Batteries, LLC
Attn: Henry Burkhalter
Shipped from N/A
Per: N/A

To N/A
on / about N/A

No.	Patent (English Translation for Reference Only)	Patent Development Fee	Patent Application Fee	Patent Annual Fee	Amount (USD)	Validity Period
01	APPARATUS FOR STACKING ELECTRODE PLATES / TAIWAN					2010/12/01 - 2020/04/22
02	APPARATUS FOR FORMING ELECTRODE HEADS / TAIWAN					2010/12/01 - 2020/04/22
03	Automatic stacking device / TAIWAN					2010/12/01 - 2020/05/04
04	AUTOMATIC ACID FILLING APPARATUS / TAIWAN					2010/12/01 - 2020/05/26
05	Battery box assembly device / TAIWAN					2010/12/01 - 2020/07/11
06	Automatic pasting device / TAIWAN					2010/12/01 - 2020/07/14
07	Horizontal battery automatic production system / TAIWAN					2014/03/11 - 2030/08/31
08	APPARATUS FOR STACKING ELECTRODE PLATES / CHINA					2010/05/05 - 2020/05/05
09	APPARATUS FOR FORMING ELECTRODE HEADS / CHINA					2010/05/05 - 2020/05/05
10	Automatic stacking device / CHINA					2010/05/11 - 2020/05/11
11	AUTOMATIC ACID FILLING APPARATUS / CHINA					2010/06/04 - 2020/06/04
12	Battery box assembly device / CHINA					2010/09/15 - 2020/09/15
13	Automatic pasting device / CHINA					2010/09/15 - 2020/09/15
14	Horizontal battery automatic production system / CHINA					2010/09/15 - 2030/09/14
15	APPARATUS FOR FORMING ELECTRODE HEADS / USA					2012/04/03 - 2031/01/04
16	APPARATUS FOR STACKING ELECTRODE PLATES / USA					2012/11/20 - 2031/03/20
17	AUTOMATIC ACID FILLING APPARATUS / USA					2013/10/08 - 2032/04/22

Remark:

1. Say total 50% for this invoice: US\$ [REDACTED]
2. Payment is due upon invoice.
3. Upon receipt of payment in full, Horizon Batteries, LLC would have the right to use the patents.

Wire Transfer Instruction :

-Beneficiary: Tefua Manufacturing Co. Ltd.

-Bank: [REDACTED]

-Bank address: [REDACTED]

-A/C [REDACTED]

-SWIFT [REDACTED]

Tefua Manufacturing Company LTD.

Howard Kuo

Sales Department

E-Mail: [REDACTED]

Phone [REDACTED]