

HUMBERTO RUBIO & CIA.

ABOGADOS

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Apartado Aereo 21848
Bogota, D.C. - Colombia

64

Doctor

JOSE LUIS SALAZAR LOPEZ

**Jefe de la División de Nuevas Creaciones
Superintendencia de Industria y Comercio**

E. _____ S. _____ D. _____

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 10-161460-00004-0000

Fecha: 2011-06-29 14:16:16 Dep. 2020 DIR.NUEVASCR
Tra. 11 PATENTEIYII Eve: 378 FASENACIONALI
Act. 444 RESPUESTAREQUE Folios: 13

Expediente No.

10-161.460

Patente de Invención:

**"SISTEMAS Y METODOS DE BATERIAS
PARA VEHICULOS"**

Solicitud Internacional:

PCT/US2009/048952

Titular:

PROTERRA INC.

RESPUESTA A REQUERIMIENTO

OFICIO No. 4538 NOTIFICADO EL 11 DE MARZO DE 2011

HUMBERTO RUBIO CAMACHO, mayor de edad, domiciliado en Bogotá, D.C., identificado con la cédula de ciudadanía número 17.192.062 de Bogotá, abogado en ejercicio, portador de la Tarjeta Profesional No. 50.007 expedida por el Consejo Superior de la Judicatura, actuando en carácter de **APODERADO** de la Sociedad **PROTERRA INC.**, domiciliada en 16360 Table Mountain Parkway, Golden, Colorado 80403, Estados Unidos de America; encontrándome dentro del término legal para dar contestación al auto proferido por su Despacho mediante Oficio No. 4538 notificado por fijación en lista el 11 de Marzo de 2011 y de acuerdo a la solicitud de prorroga radicada a su Despacho el 26 de Abril de 2011, me permito:

MANIFESTAR

- 1.- Fotocopia autentica del documento de poder otorgado a mi favor por la Sociedad **PROTERRA INC.**, junto con el Certificado Notarial que acredita la existencia y representación legal de mí representada, el cual se encuentra debidamente legalizado por el sistema de Apostille con traducción oficial del idioma Ingles al Español y reconocido por el Ministerio de Relaciones Exteriores de Colombia, reposa dentro del expediente No **10-164.918** de esa entidad.

De acuerdo a lo anterior y acudiendo al principio de economía procesal provisto en el Artículo 03 del Código Contencioso Administrativo, solicito muy respetuosamente al examinador verificar que el requerido documento obra en ésta entidad dentro del expediente anteriormente señalado.

ANEXAR

- 2.- Copia certificada del documento de cesión otorgado por los inventores, que reposa en la Oficina de Patentes y Marcas de los Estados Unidos, debidamente legalizado por el sistema de Apostille; traducido oficialmente del idioma Inglés al Español y reconocido por el Ministerio de Relaciones Exteriores en Colombia; por medio del cual se ceden todos los derechos poseídos sobre la presente invención a favor de mi representada la Sociedad **PROTERRA INC.**

Teniendo en cuenta que los documentos solicitados, han sido aportados dentro del término legal, en forma respetuosa solicito continuar con el trámite correspondiente.

Atentamente,

HUMBERTO RUBIO CAMACHO

C.C. 17.192.062 de Bogotá

**T.P. 50.007 Consejo Superior
de la Judicatura.**

COD. 4134

10/3006/P000917

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This public document

2. has been signed by P.R. Grant

3. acting in the capacity of Certifying Officer

4. bears the seal/stamp of U.S. Patent and Trademark Office

Certified

5. at Washington, D.C.

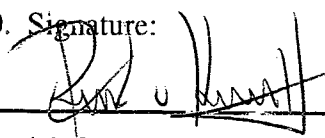
6. the twenty-fifth of May, 2011

7. by Assistant Authentication Officer, United States Department of State

8. No. 11032034-5

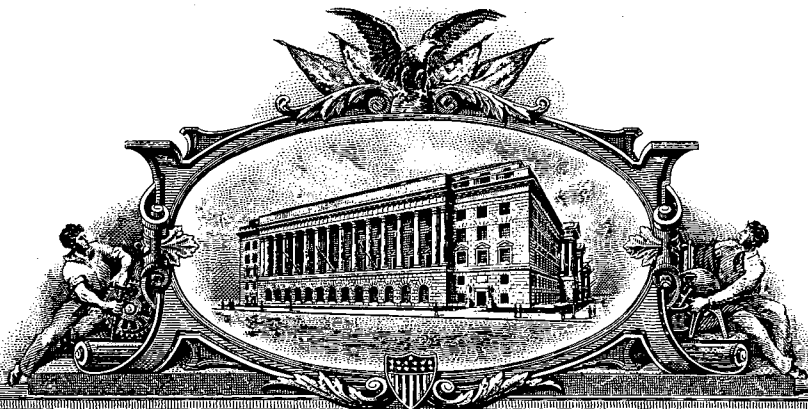
9. Seal/Stamp:

10. Signature:



Patrick O. Hatchett

A 7295567



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

May 17, 2011

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
AUGUST 12, 2009.**

By Authority of the

Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

P. R. GRANT

Certifying Officer



ASSIGNMENT OF APPLICATION

Docket Number 36033-701.101

WHEREAS, the undersigned:

- | | | | |
|---------------------------------|------------------------------------|---------------------------------|----------------------------------|
| 1. Dale Hill
Evergreen, CO | 2. Michael Walker
Thornton, CO | 3. Michael Fields
Arvada, CO | 4. Shaun Onorato
Superior, CO |
| 5. Donald Morris
Conifer, CO | 6. Stephen Misencik
Raleigh, NC | 7. John Winkel
Thornton, CO | |

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

VEHICLE BATTERY SYSTEMS AND METHODS

for which Application No. 61/076,480 was filed on June 27, 2008 in the United States Patent Office;

(hereinafter "Application(s)").

WHEREAS, PROTERRA LLC, a corporation of the State Colorado, having a place of business at 16360 Table Mountain Pkwy, Golden, CO 80403, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 8-12-09

Dale Hill

Date: 8-9-09

Michael Walker

Date: _____

Michael Fields

Date: _____

Shaun Onorato

Date: _____

Donald Morris

Date: _____

Stephen Misencik

Date: _____

John Winkel

63

ASSIGNMENT OF APPLICATION			Docket Number 36033-701.101
WHEREAS, the undersigned:			
1. HILL, Dale Evergreen, CO	2. WALKER, Michael Thornton, CO	3. FIELDS, Michael Arvada, CO	4. ONORATO, Shaun Superior, CO
5. MORRIS, Donald Conifer, CO	6. MISENICK, Stephen Raleigh, NC	7. WINKEL, John Thornton, CO	
(hereinafter "Inventor(s)), have invented certain new and useful improvements in			
VEHICLE BATTERY SYSTEMS AND METHODS			
for which Application No. 61/076,480 was filed on June 27, 2008 in the United States Patent Office;			
(hereinafter "Application(s)").			
WHEREAS, <u>PROTERRA LLC</u> , a corporation of the State Colorado, having a place of business at <u>16360 Table Mountain Pkwy, Golden, CO 80403</u> , (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, <u>inventor's certificates</u> and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.			
NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:			
1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).			
2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.			
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.			
4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.			
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.			
IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:			
Date: _____	Dale Hill	Date: _____	Michael Walker
Date: <u>7/8/08</u>	<u>Michael Fields</u> Michael Fields	Date: <u>7-8-08</u>	<u>Shaun Onorato</u> Shaun Onorato
Date: _____	Donald Morris	Date: _____	Stephen Misencik
Date: <u>7/14/08</u>	<u>J. Winkel (Claims 1-17 ONLY)</u> John Winkel		

3390684_1.DOC

PATENT
REEL: 023092 FRAME: 0972

ASSIGNMENT OF APPLICATION

Docket Number 36033-701.101

WHEREAS, the undersigned:

1. Dale Hill
Evergreen, CO2. Michael Walker
Thornton, CO3. Michael Fields
Arvada, CO4. Shaun Onorato
Superior, CO5. Donald Morris
Conifer, CO6. Stephen Misencik
Raleigh, NC7. John Winkel
Thornton, CO

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

VEHICLE BATTERY SYSTEMS AND METHODS

for which Application No. 61/076,480 was filed on June 27, 2008 in the United States Patent Office;

(hereinafter "Application(s)").

WHEREAS, PROTERRA LLC, a corporation of the State Colorado, having a place of business at 16360 Table Mountain Pkwy, Golden, CO 80403, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____

Dale Hill

Date: _____

Michael Walker

Date: _____

Michael Fields

Date: _____

Shaun Onorato

Date: 8/07/09

Donald Morris

Date: _____

Stephen Misencik

Date: _____

John Winkel

PATENT

REEL: 023092 FRAME: 0973

7

ASSIGNMENT OF APPLICATION			Docket Number 36033-701.101																								
WHEREAS, the undersigned: <table style="width: 100%; border: none;"><tr><td style="width: 25%;">1. Dale Hill Evergreen, CO</td><td style="width: 25%;">2. Michael Walker Thornton, CO</td><td style="width: 25%;">3. Michael Fields Arvada, CO</td><td style="width: 25%;">4. Shaun Onorato Superior, CO</td></tr><tr><td>5. Donald Morris Conifer, CO</td><td>6. Stephen Misencik Raleigh, NC</td><td>7. John Winkel Thornton, CO</td><td></td></tr></table> (hereinafter "Inventor(s)"), have invented certain new and useful improvements in VEHICLE BATTERY SYSTEMS AND METHODS for which Application No. <u>61/076,480</u> was filed on <u>June 27, 2008</u> in the United States Patent Office; (hereinafter "Application(s)"). WHEREAS, <u>PROTERRA LLC</u>, a corporation of the State Colorado, having a place of business at <u>16360 Table Mountain Pkwy, Golden, CO 80403</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee: 1. 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Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee. 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns. 4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith. 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns. IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below: <table style="width: 100%; border: none;"><tr><td style="width: 25%;">Date: _____</td><td style="width: 25%;">Dale Hill</td><td style="width: 25%;">Date: _____</td><td style="width: 25%;">Michael Walker</td></tr><tr><td>Date: _____</td><td>Michael Fields</td><td>Date: _____</td><td>Shaun Onorato</td></tr><tr><td>Date: _____</td><td>Donald Morris</td><td>Date: <u>6/16/09</u></td><td>Stephen Misencik</td></tr><tr><td>Date: _____</td><td>John Winkel</td><td></td><td></td></tr></table>				1. Dale Hill Evergreen, CO	2. Michael Walker Thornton, CO	3. Michael Fields Arvada, CO	4. Shaun Onorato Superior, CO	5. Donald Morris Conifer, CO	6. Stephen Misencik Raleigh, NC	7. John Winkel Thornton, CO		Date: _____	Dale Hill	Date: _____	Michael Walker	Date: _____	Michael Fields	Date: _____	Shaun Onorato	Date: _____	Donald Morris	Date: <u>6/16/09</u>	Stephen Misencik	Date: _____	John Winkel		
1. Dale Hill Evergreen, CO	2. Michael Walker Thornton, CO	3. Michael Fields Arvada, CO	4. Shaun Onorato Superior, CO																								
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Date: _____	Dale Hill	Date: _____	Michael Walker																								
Date: _____	Michael Fields	Date: _____	Shaun Onorato																								
Date: _____	Donald Morris	Date: <u>6/16/09</u>	Stephen Misencik																								
Date: _____	John Winkel																										

3390684_1.DOC

RECORDED: 08/12/2009

PATENT
REEL: 023092 FRAME: 0974

7

APOSTILLA

(Convenio de la Haya del 5 de octubre de 1961)

1. País: Estados Unidos de América
- Este Documento Público
2. Firmado por P.R. GRANT
3. Actuando en calidad de OFICIAL CERTIFICADOR
4. Sello y Firma de LA OFICINA DE PATENTE Y MARCA
REGISTRADA DE LOS ESTADOS UNIDOS

Certificado

5. En Washington, D.C.
6. El 25 de Mayo de 2011
7. Por Oficial de Autenticación, Departamento de Estado
de los Estados Unidos
8. No. 11032034-5 ✓
9. Sello : 10. Firma :
Patrick O. Hatchett

MINISTERIO DE
RELACIONES EXTERIORES
2011 JUN 28 3:13
JEFE DE LEGALIZACIONES
BOGOTÁ D.C.

NO SE ASUME
RESPONSABILIDAD
DEL TEXTO
078246
CIVIL FIRMAS APARECE EN EL
DOCUMENTO DESEMPENAR
AS FUNCIONES INDICADAS

ESTADOS UNIDOS DE AMÉRICA

A TODOS LOS PRESENTES

DEPARTAMENTO DE COMERCIO DE LOS ESTADOS UNIDOS

Oficina de Patentes y Marca Registrada de Estados Unidos

Mayo 17 de 2011

LA SIGUIENTE ES PARA CERTIFICAR QUE LO ANEXADO ES UNA COPIA
AUTÉNTICA DE LOS REGISTROS EN ESTA OFICINA DE UN DOCUMENTO
REGISTRADO EN AGOSTO 12 DE 2009.

Por autoridad

Bajo la Secretaria de Comercio para Propiedad Intelectual y el Director de la Oficina de
Patentes y Marca Registrada de Estados Unidos

Firmado, P.R. GRANT

Oficial Certificador

Calle 100 Nº 17 - 61 Local 103 - Pbx: 602 11 50
Calle 98 Nº 17 - 30 Local 104 Tel: 691 24 81
Carrera 13 Nº 26 - 81 Local 105 Tel: 696 08 62
Autopista Norte Nº 166 - 92 Segundo Piso
Email: clemenciaparedes@yahoo.com



CESIÓN DE SOLUCITUD

Número del Expediente 36033-701-101

CONSIDERANDO QUE los abajo firmantes:

- | | | |
|------------------|-------------------|---------------------|
| 1. Dale Hill | 2. Michael Walker | 3. Michael Fields |
| Evergreen, CO | Thornton, CO | Arvada, CO |
| 4. Shaun Onorato | 5. Donald Morris | 6. Stephen Misencik |
| Superior, CO | Conifer, CO | Raleigh, NC |
| 7. John Winkel | | |
| Thornton, CO | | |

de aquí de adelante denominados “los inventores”, han inventado una mejora nueva y útil en

LOS SISTEMAS Y MÉTODOS DE BATERÍA PARA VEHÍCULOS

Para la cual se radicó la Solicitud No. 61/076.480 el 27 de junio de 2008 en la Oficina de Patentes de los Estados Unidos:

(de aquí en adelante la “Solicitud”)

CONSIDERANDO QUE PROTERRA LLC, una empresa del Estado de Colorado, con oficinas ubicadas en el 16360 TableMountain Okwy, Golden, CO 80403, (de aquí en adelante el “Cesionario”, desea adquirir el derecho pleno, título e interés en y para dicha Solicitud y las invenciones que se revelen ahí, y en y para todas las incorporaciones de las invenciones hasta este momento concebidas, realizadas o descubiertas, ya sea en común o separadamente, por dichos inventores (colectivamente denominadas de ahora en adelante como las “invenciones”) y en y para cualquiera y todas las patentes, certificados del inventor y otras formas de protección (de aquí en adelante las “Patentes”) que se otorguen en la misma en los Estados Unidos, países extranjeros o de acuerdo a cualquier convención, acuerdo, protocolo o tratado internacional.

Calle 100 Nº 17 - 61 Local 103 - Pbx: 602 11 50
Calle 98 Nº 17 - 30 Local 104 Tel: 691 24 81
Carrera 13 Nº 26 - 81 Local 105 Tel: 696 08 62
Autopista Norte Nº 166 - 92 Segundo Piso
Email: clemenciaparedes@yahoo.com

Clemencia Paredes Tejada
TRADUCTORA OFICIAL
Resolución 6694/78
Minjusticia
ENGLISH - FRENCH - SPANISH
ANGLAIS - FRANÇAIS - ESPAGNOL

Sello Oficial

EN VIRTUD DE LO CUAL, a título oneroso, los inventores en mención reconocen recibo pleno de dicho Cesionario:

1. Por medio del presente los inventores venden, ceden, transfieren y traspasan a dicho Cesionario todo el derecho, título e interés (a) en y para dichas invenciones, incluyendo el derecho de reclamar prioridad en dichos inventos; (b) en y para todos los derechos de Solicitud de Patentes y Patentes de los Estados Unidos y de otros países, incluyendo aquellos radicados de acuerdo con la Convención de París para la Protección de Propiedad Industrial, el Tratado de Cooperación de Patentes o cualquier otro; (c) en y para cualquiera y todas las solicitudes radicadas y cualquiera y todas las patentes que se otorguen a dichas invenciones en los Estados Unidos, en cualquier país extranjero, o según cualquier convención, acuerdo, protocolo o tratado internacional, incluyendo cada y todas las solicitudes radicadas y cualquiera y todas las Patentes otorgadas en cualquier solicitud que es una división, substitución, continuación o continuación en parte de cualquiera de las solicitudes mencionadas; y (d) en y para cada y todas las reexpediciones, re examinaciones o extensiones de cualquiera de las Patentes mencionadas.
2. Por medio del presente los inventores en mención pactan y acuerdan cooperar con dicho Cesionario para permitirle que disfrute hasta el término máximo el derecho, título e interés que aquí se transmite en los Estados Unidos, países extranjeros o de acuerdo con cualquier convención, acuerdo, protocolo o tratado internacional. Dicha cooperación de los inventores incluirá producción rápida de hechos y documentos, proporción de testimonios, ejecución de solicitudes, juramentos, especificaciones, declaraciones^a u otros papeles, y otra ayuda hasta el punto que el

Calle 100 Nº 17 - 61 Local 103 - Pbx: 602 11 50
Calle 98 Nº 17 - 30 Local 104 Tel: 691 24 81
Carrera 13 Nº 26 - 81 Local 105 Tel: 696 08 62
Autopista Norte Nº 166 - 92 Segundo Piso
Email: clemenciaparedes@yahoo.com

Resolución
6094/78
Ministerio de
Justicia

Clemencia Paredes Tejada
TRADUCTORA OFICIAL
RECONOCIDA POR EL GOBIERNO
ENGLISH - FRENCH - SPANISH
ANGLAIS - FRANÇAIS - ESPAGNOL

Sello Oficial

Cesionario considere necesario o conveniente (a) con el fin de perfeccionar el derecho, título e interés que se traspasa por el presente; (b) para procesar cualquier solicitud que cubra dichos inventos; (c) para radicar y procesar solicitudes de sustitución, división, continuación o de adición para los inventos; (d) para radicar y procesar las solicitudes para reexpedición de cualquiera de las patentes; (e) para interferencia u otro procedimiento prioritario que involucre a dichos inventos; y (f) para procedimientos legales en donde se involucren dichos inventos y cualquier solicitud y patente de los mismos que sea otorgado, incluyendo sin limitación reexpediciones y reexaminaciones, procedimientos de oposición, cancelación, certámenes, procedimientos de uso público, acciones de violación y acciones tribunales; siempre y cuando, no obstante, el Cesionario corra con los gastos en que incurran los inventores al brindar dicha cooperación.

3. Los términos y convenios de esta cesión reanudará en beneficio del Cesionario, sus sucesores, designados y cualquier otro representante legal, y será de cumplimiento obligatorio para los inventores, sus herederos, representantes legales y designados.
4. Por medio del presente los inventores garantizan y declaran que no han celebrado ni celebrarán ninguna cesión, contrato ni entrará en conflicto con el presente.
5. Por medio del presente los inventores solicitan que cualquier patente expedida en los Estados Unidos, país extranjero o según cualquier convención, acuerdo, protocolo o tratado internacional sea expedido en nombre del Cesionario o sus sucesores y designados, para el uso exclusivo de dicho cesionario, sus sucesores, representantes legales y designados.

EN TESTIMONIO DE LO CUAL, los inventores mencionados ejecutan y entregan este instrumento al Cesionario en mención en la fecha escrita a continuación:

Fecha: 8/12/09

Dale Hill

Fecha: 8-9-09 Michael Walker

Fecha: 8/12/09

Michael Fields

Fecha: 8-9-09 Shaun Onorato

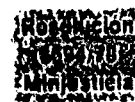
Fecha: 8/12/09

Donald Morris

Fecha: 6/08/09 Stephen Misencik

Fecha: 7-14-08

John Winkel



Clemencia Paredes Tejada
TRADUCTORA OFICIAL

ENGLISH - FRENCH - SPANISH
ANGLAIS - FRANÇAIS - ESPAGNOL

Sello Oficial

HUMBERTO RUBIO & CIA LTDA.
ABOGADOS

Extruido del
EPP 10-164918
28

PODER

POWER OF ATTORNEY

El abajo firmado, en nombre y representación de

The undersigned, in the name and on behalf of

Proterra Inc.

Proterra Inc

Domiciliado en:

with domicile at:

16360 Table Mountain Parkway
Golden, CO 80403
Estados Unidos de America

16360 Table Mountain Parkway
Golden, CO 80403
USA

por el presente conferimos poder amplio y suficiente a HUMBERTO RUBIO CAMACHO y/o TINEKE STOL TERZANI y/o HUMBERTO RUBIO STOL y/o ALVARO DIAZ LOZANO y/o MARCELA GOMEZ RUBIO domiciliados en Bogotá, Colombia, para solicitar de las oficinas y autoridades correspondientes la obtención de registros, renovaciones, traspasos y en general todo lo relacionado con el mantenimiento, obtención y protección de sus marcas de fábrica, denominaciones comerciales, marcas de comercio y patentes, licencias sanitarias a cuyo efecto le faculta para dar ante dichas autoridades todos los pasos necesarios en cumplimiento del objeto indicado; elevar solicitudes, descripciones, protestas, declaraciones, apelaciones y reclamos; abonar todos los impuestos y cuotas de cualquier otros pagos determinados por la Ley; recibir todos los documentos presentados, solicitar testimonios, desistir y enmendar solicitudes, cobrar y percibir para oponerse y protestar contra cualquier solicitud, que a juicio del apoderado, pudieran prestarse a confusión o infringir o de cualquier modo perjudicar las marcas, denominaciones o patentes del Mandante. A los mandatarios se les otorga autorización amplia y bastante para contestar todos los reclamos y las demandas presentadas ante autoridades administrativas y judiciales, desistir de procedimientos, transar conflictos, pudiendo así mismo sustituir este Poder en todo o en parte y revocar dichas sustituciones.

hereby grant full and sufficient Power of Attorney to a HUMBERTO RUBIO CAMACHO y/o TINEKE STOL TERZANI y/o HUMBERTO RUBIO STOL y/o ALVARO DIAZ LOZANO y/o MARCELA GOMEZ RUBIO from Bogotá, Colombia, to apply to the proper officers and authorities for the issue of registrations, renewals, assignments, proofs of renewals and in general all that is related to the maintenance, obtention and protection of its trademarks, tradenames, commercial marks, patents and sanitary licenses; to which end it empowers them to take all steps necessary before said authorities for the object stated; to file petitions, prepare descriptions; make protests, declarations, appeals and objections; pay taxes and other charges required by law; apply for certifications, receive documents and take testimony abandon and amend applications and collect refunds; to oppose, ask for the cancellation of and protest any application or registration which in their judgment could lend to confusion or could be considered an infringement or could in any form prejudice the undersigned's trademarks, tradenames, patents and commercial marks. To the said mandatory sufficient Power is granted hereby to answer in the matter of all claims and demands that maybe presented, before administrative or judicial officers of any class, giving them likewise Power to abandon proceeding, settle conflicts, substitutions, present in whole or in part and revoke such substitutions.

Dado y firmado hoy

Given and signed this

En

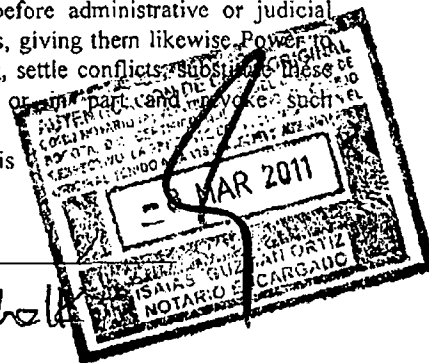
Firma(s)/ Signature(s)

Nombre de cada firmante/
Name of each signor

Marc Edward Gottschalk

Cargo de cada firmante/
Position of each signor

Chief Business Development Officer
and General Counsel



26

HUMBERTO RUBIO & CIA LTDA.
ABOGADOS

CERTIFICADO NOTARIAL (Individuo)

A los días del mes de ante mi,
Notario Público de compareció personalmente

a quien(es) doy fe de conocer y me consta que
es(son) la(s) persona(s) firmante(s) del documento
que precede, y quien(es) tiene(n) capacidad legal para
otorgarlo.

CERTIFICADO NOTARIAL (SOCIEDAD)

Hoy de de
compareció(eron) personalmente

a quien(es) conozco como la(s) persona(s) que
firma(n) este documento en representación de la
sociedad/compañía denominada
Proterra Inc.

Certifico:

a) Que

Proterra Inc.

es una sociedad/compañía legalmente constituida y
existente de acuerdo con las Leyes de **Estados**
Unidos de America

b) Que el domicilio de dicha sociedad/compañía es
16360 Table Mountain Parkway
Golden, CO 80403, Estados Unidos de
America

c) Que el objeto u objetos para los cuales se otorga el
presente poder están comprendidos dentro del objeto
social de la mencionada sociedad/compañía.

d) Que

está autorizado para otorgar el presente poder. Lo
anterior está probado por medio de los documentos,
que certifico he visto.

Ciudad hoy de
de

NOTARIAL CERTIFICATE (Individual)

On this day of before me, a Notary
Public of personally appeared to

me known, and known to me to be the person(s) who
executed that foregoing document, and who has
(have) legal capacity to execute it.

NOTARIAL CERTIFICATE (Corporation)

On this day of
personally appeared

whom I know to be the person(s) who signed this
document as representative(s) of the
corporation/company named
Proterra Inc.

I Certify:

a) That

Proterra Inc.

is a corporation/company legally constituted and in
existence accordance with the law of **United**
States of America

b) That the domicile of said corporation/company is
16360 Table Mountain Parkway
Golden, CO 80403, United States of
America

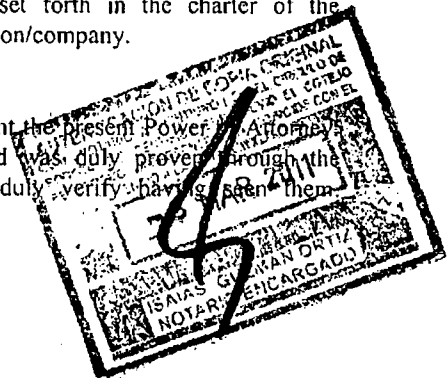
c) That the purpose or purposes for which the present
Power of Attorney is granted are compromised
within the object set forth in the charter of the
mentioned corporation/company.

d) That Mr(s).

is authorized to grant the present Power of Attorney.
The aforementioned was duly proven through the
documents and I duly verify having seen them.

State

This day of



60

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

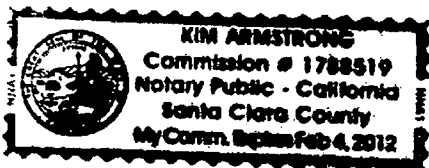
State of California

County of SANTA CLARA

On FEB. 1, 2011
Date

before me, KIM ARMSTRONG, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared MARC EDWARD GOTTSCHALK
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Kim Armstrong
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Columbia Power of Attorney

Document Date: _____

Number of Pages: ONE

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARC EDWARD GOTTSCHALK

- ☐ Individual CHIEF BUSINESS DEVELOPMENT OFFICER AND GENERAL COUNSEL
☒ Corporate Officer — Title(s): COUNSEL
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

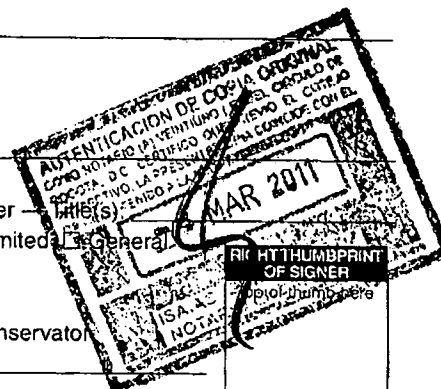
Signer Is Representing: _____

PROTERRA INC.

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

State of California

SECRETARY OF STATE

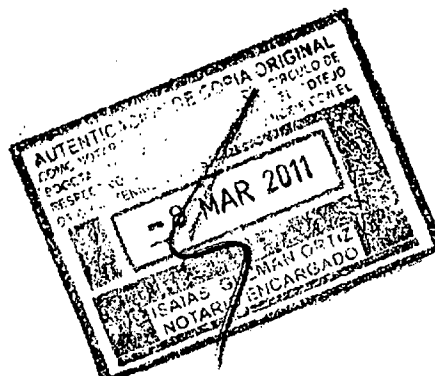
This Apostille only certifies the authenticity of the signature and the title of the public official who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears. This Apostille does not certify the authenticity of the underlying document for which it was issued. This Apostille is not valid for use anywhere within the United States of America, its territories or possessions. To verify the issuance of this Apostille, go to www.sos.ca.gov/business/notary/apostille-search/

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: *United States of America*
This public document
2. *has been signed by Kim Armstrong*
3. *acting in the capacity of Notary Public, State of California*
4. *bears the seal/stamp of Kim Armstrong, Notary Public, State of California*
5. *At Sacramento, California*
6. *the 9th day of February 2011*
7. *by Deputy Secretary of State, State of California*
8. *No. 922337*
9. *Seal/Stamp:*

10. *Signature*



John Bowen
Secretary of State

BY _____

ESTADO DE CALIFORNIA
SECRETARIO DE ESTADO

La Apostilla confirma únicamente la autenticidad de la firma y el sello del documento, la capacidad en la cual el oficial actúa y la identidad del sello que tiene el documento. No significa que el contenido del documento sea correcto o que El Estado de Virginia aprueba su contenido.

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APOSTILLE

(Convenio de la Haya de Octubre de 1961)

1. País: Estados Unidos de América

Este documento Público

2. Firmado por: Kim Armstrong

3. Actuando en calidad de: Notario Público, Estado de California

4. Lleva el sello de Kim Armstrong, Notario Público, Estado de California

CERTIFICADO

5. En Sacramento, California

6. El 9 de Febrero de 2011

7. Por el Secretario Diputado de Estado, Estado de California

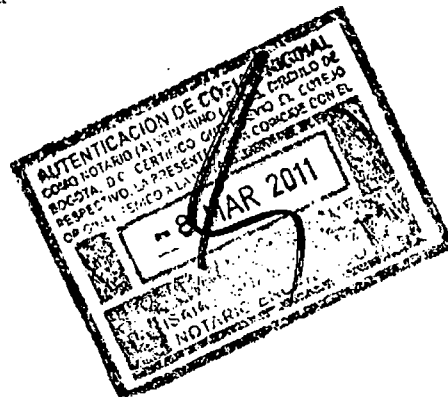
8. No. 922337

9. Sello del Estado de California

10. Firma:

Secretario de Estado

Por: (firmado)



MINISTERIO DE
RELACIONES EXTERIORES
2001. MAR - 7
Jefe de Legación
Bogotá

NO SE ASUME
RESPONSABILIDAD
DEL LEYER

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Decreto Jareta
ESTADO ANEXO

AUTENTICACION DE COPIA ORIGINAL
COMO NOTARIO (A) VEINTIUNO (6) DEL CIRCULO DE
BOGOTA, D.C. CERTIFICO QUE PREVO EL COTEJO
DE LA PRESENTE COPIA CON EL ORIGINAL
RECORRIDO A LA VISTA DE MI LIBRO DE
FOLIOS 18 MAR 2001
NOTARIO ENCARGADO

2020

Bogotá D.C.,

Doctor(a)
RUBIO CAMACHO HUMBERTO
Apoderado(a) y/o Representante de
PROTERRA INC.

REFERENCIA	Radicación No.	10 161460
	Solicitud internacional	PCT/US2009/048952
	Fecha inicio fase nacional	27/01/2011
	Trámite	11
	Evento	378
	Actuación	416
	Oficio No.	14112
	Folios	1

Teniendo en cuenta que la solicitud de privilegio de patente que se tramita bajo el expediente indicado en la referencia, reúne los requisitos de forma establecidos en la Decisión 486 de la Comisión de la Comunidad Andina, el Tratado de Cooperación en Materia de Patentes (PCT), el Reglamento y la Circular Única de la Superintendencia de Industria y Comercio, se envía el extracto de la solicitud a la Oficina de Comunicaciones para efecto de su publicación en la Gaceta de Propiedad Industrial.

20 SET. 2011

Cúmplase
Dado en Bogotá DC,



JOSE LUIS SALAZAR LOPEZ
Director de Nuevas Creaciones (c)

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