

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Joannopoulos, John D.		07/27/2009	SOLE PROPRIETORSHIP: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WiTricity Corporation		
<b>Street Address:</b>	80 Coolidge Hill Road		
<b>City:</b>	Watertown		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02472		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77976609	WITRICITY	
<b>Serial Number:</b>	77174950	WITRICITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617.570.1292		
<b>Email:</b>	tmadmin@goodwinprocter.com		
<b>Correspondent Name:</b>	Miriam J. Rovner		
<b>Address Line 1:</b>	Goodwin Procter LLP		
<b>Address Line 2:</b>	Exchange Place, 53 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	123279-186272		
<b>NAME OF SUBMITTER:</b>	Miriam J. Rovner		

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Signature:	/mjr/
Date:	08/18/2009
Total Attachments: 4 source=Witricity Assignment#page1.tif source=Witricity Assignment#page2.tif source=Witricity Assignment#page3.tif source=Witricity Assignment#page4.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 27th day of July, 2009, by and between John Joannopoulos ("Assignor") and WiTricity Corporation, a corporation organized and existing under the laws of Delaware ("Assignee"), and having a principal place of business at 80 Coolidge Hill Road, Watertown, MA 02472.

WHEREAS, Assignor is a founder and a stockholder of Assignee;

WHEREAS, Assignor filed an application to register the trademark "WITRICITY" (the "Mark") in the United States pursuant to Trademark Application Serial No. 77/174,950 on May 7, 2007 (the "'950 Application");

WHEREAS, Assignor also filed an application for an International Registration of the Mark with the World Intellectual Property Organization (WIPO), which registration has been extended to the countries besides the United States, as set forth in Exhibit A attached hereto and incorporated herein by reference (the "International Applications");

WHEREAS, in connection with the formation of Assignee and Assignor becoming a stockholder of Assignee, Assignor entered into that certain Assignment and Contribution Agreement dated October 30, 2007 between Assignor and Assignee (the "Contribution Agreement"), pursuant to which Assignor assigned to Assignee all of Assignor's intellectual property rights relating to Assignor's business, specifically including all such rights in trademarks and any applications and registrations therefor.

WHEREAS, in connection with the formation of Assignee and Assignor becoming a stockholder of Assignee, Assignor also entered into that certain Letter Agreement dated November 13, 2007 between Assignor and Assignee (the "Letter Agreement"), pursuant to which Assignor granted Assignee an exclusive license under the Mark and agreed, promptly following the filing and acceptance by the USPTO of a Statement of Use or Amendment to Allege Use with respect to the '950 Application, to assign to Assignee all of Assignor's right, title and interest in and to the '950 Application;

WHEREAS, Assignor filed a request to divide the '950 Application on January 22, 2009, which request was accepted by the USPTO on February 20, 2009, pursuant to which the '950 Application was divided into two applications, namely, the '950 Application and Trademark Application Serial No. 77/976,609 (the "'609 Application");

WHEREAS, Assignor filed with the USPTO a Statement of Use in connection with the '609 Application on January 22, 2009, which Statement of Use was subsequently accepted by the USPTO, resulting in the issuance of a registration, no. 3,610,262, issued April 21, 2009;

WHEREAS, Assignor is desirous of now confirming and memorializing the assignment of any and all remaining rights in, to and under the Mark to Assignee, together with the goodwill of the business symbolized thereby, and any applications and registrations therefor, including without limitation the '950 Application, the '609 Application and the International Applications (collectively, the "Assigned Rights").

NOW, THEREFORE, in consideration of the premises set forth above and in the Contribution Agreement and the Letter Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby assign, convey and transfer unto said Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in, to and under the Assigned Rights (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark that is the subject of the Assigned Rights, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries or jurisdictions foreign to the United States whose duty it is to issue and record trademark registrations, applications and title thereto, to record the Assigned Rights and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument. To the extent necessary to complete such registrations, Assignee is hereby authorized to record this Assignment with the United States Patent & Trademark Office and any similar office of any jurisdictions foreign to the United States.

To the extent Assignor retains any right, title or interest in or to the Assigned Rights that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Assigned Rights. Without limiting the rights and obligations under the Letter Agreement, Assignor shall make no further use of the Assigned Rights for his own benefit or the benefit of another, nor shall Assignor challenge Assignee's use, prosecution or enforcement of the Assigned Rights.

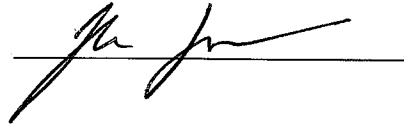
No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both Assignor and Assignee, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

*[Remainder of page intentionally left blank]*

**Trademark Assignment**

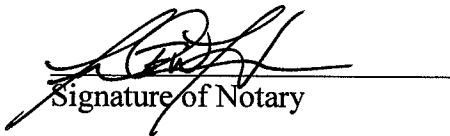
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as a sealed instrument as of the date first written above.

ASSIGNOR: JOHN JOANNOPOULOS



NOTARIZATION

On this 27 day of July, 2009, before me, the undersigned Notary Public, personally appeared John Joannopoulos proved to me through satisfactory evidence of identification, which was/were Personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief, and that he had executed this document of his own free will.

  
Signature of Notary

(Seal)

My Commission Expires: June 17, 2016

ASSIGNEE: WITRICITY CORPORATION

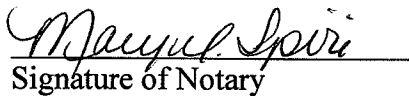


Name: Eric Giler

Title: Chief Executive Officer

NOTARIZATION

On this 27<sup>th</sup> day of July, 2009, before me, the undersigned Notary Public, personally appeared Eric Giler, proved to me through satisfactory evidence of identification, which was/were personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief; that he is duly authorized to execute this document singly on behalf of Assignee; and that he executed this document of his/her own free will.

  
Signature of Notary

(Seal)

My Commission Expires: 5/13/16

EXHIBIT A

FOREIGN MARKS

Mark	Jurisdiction	Application No.	Filing Date
WITRICITY	WIPO	00974690	May 7, 2007
WITRICITY	Australia	00974690	May 7, 2007
WITRICITY	People's Republic of China	00974690	May 7, 2007
WITRICITY	European Community	00974690	May 7, 2007
WITRICITY	Japan	00974690	May 7, 2007
WITRICITY	Republic of Korea	00974690	May 7, 2007