

## PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") dated as of October 8, 2019 (the "Effective Date"), is made by and between All American Lithium LLC, a Delaware limited liability company ("Assignor"), and TerraLithium LLC, a Delaware limited liability company ("Assignee").

### WITNESSETH:

[REDACTED]

WHEREAS, Assignor is the record owner of the United States [REDACTED] identified on Schedule A (collectively, the "Patents"), [REDACTED] and [REDACTED]

WHEREAS, Assignor desires to assign all right, title and interest in and to the Patents to Assignee.

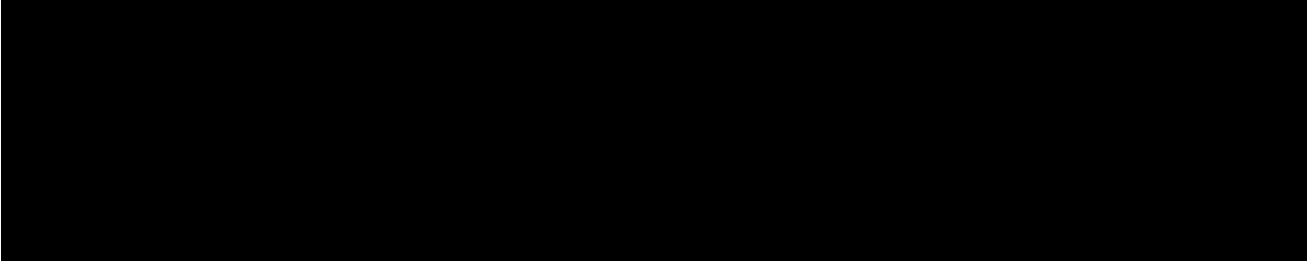
NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment [REDACTED], and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby confirms that it assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Patents, including without limitation, all issued patents that have been or may be granted thereon and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof and any other patents and patent applications claiming priority to or the benefit of the foregoing anywhere in the world, and all records and files related thereto, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Patents, the right to prosecute, maintain and defend the Patents before any public or private agency, office or registrar, together with any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignor hereby authorizes the Commissioner of Patents in the United States Patent and Trademark Office and the officials of the relevant patent and trademark offices or agencies anywhere in the world to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. Cooperation. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment.

3. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This

Agreement may be executed and delivered by email in portable document format (.pdf), and delivery of the executed signature page by such method will be deemed to have the same effect as if the original signature had been delivered to other the parties.



*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its respective duly authorized representative as of the Effective Date.

ALL AMERICAN LITHIUM LLC

By Ernest Clayton Walker Jr  
Name: ERNEST Clayton Walker Jr  
Title: CEO

ACCEPTED:

TERRALITHIUM LLC

By \_\_\_\_\_  
Name:  
Title:

*[Signature Page to the Patent Assignment]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its respective duly authorized representative as of the Effective Date.

ALL AMERICAN LITHIUM LLC

By \_\_\_\_\_  
Name:  
Title:

ACCEPTED:

TERRALITHIUM LLC

By Richard Jackson  
Name: Richard Jackson  
Title: President

*[Signature Page to the Patent Assignment]*

**SCHEDULE A**

### Wholly-Owned Patents

[illegible]



