

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
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CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|---------------------|
| Inverpower Controls Ltd. | | 07/13/2001 | CORPORATION: CANADA |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------|
| Name: | Satcon Technology Corporation |
| Street Address: | 161 First Street |
| City: | Cambridge |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02142-1221 |
| Entity Type: | CORPORATION: MASSACHUSETTS |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2164962 | SPLC |

CORRESPONDENCE DATA

Fax Number: (888)325-9188
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6174394444
 Email: trademark@edwardsangell.com
 Correspondent Name: George W. Hartnell, III
 Address Line 1: PO Box 55874
 Address Line 4: Boston, MASSACHUSETTS 02205

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|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 71351/61740 |
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| NAME OF SUBMITTER: | Efrosyni Iosiphidis |
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Total Attachments: 6
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CH \$40.00 2164962

ASSIGNMENT OF TRADEMARKS

WHEREAS pursuant to an Asset Purchase Agreement dated the 25th day of June, 2001 ("Purchase Agreement") among Inverpower Controls Ltd., the full post office address of whose principal office or place of business is 835 Harrington Court, Burlington, Ontario, LPN 3P3 ("Inverpower"), SatCon Power Systems Canada Ltd. (the "Assignee"), the full post office address of whose principal office or place of business is 835 Harrington Court, Burlington, Ontario, LPN 3P3, and Satcon Technology Corporation, Inverpower agreed to sell and the Assignee, agreed to purchase certain property and assets of Inverpower;

AND WHEREAS pursuant to the Purchase Agreement, the Assignee agreed to purchase the whole right, title and interest in and to the Trade-marks owned by Inverpower in Canada and the United States including applications and registrations therefore as set out in Schedule "A" and Schedule "B" respectively;

WHEREAS pursuant to an order (the "Order") of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 13th day of July, 2001 made pursuant to subsection 47(1) of the *Bankruptcy and Insolvency Act* (Canada), which is attached hereto as Schedule "C"; Ernst and Young Inc. (the "Assignor"), the full post office address of whose principal office or place of business is Ernst & Young Tower, Toronto Dominion Centre, 21st Floor, Toronto, Ontario, was appointed as Interim Receiver of certain property and assets of Inverpower;

AND WHEREAS pursuant to the Order, the Assignor is directed and authorized to complete the transactions contemplated under the Purchase Agreement, including the assignment of Inverpower's Trade-marks to the Assignee;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to the terms of the Purchase Agreement, the Assignor does irrevocably sell, assign and transfer unto the Assignee, its successors and assigns, all of

Inverpower's right, title and interest in Canada, the United States and worldwide in and to any and all of the Trade-marks, including the applications and registrations, together with the goodwill of any and all business carried on in association with and symbolized by the Trade-marks, the same to be held by the Assignee, its successors and assigns, as fully and effectively as they would have been held by the Assignor had this sale, assignment and transfer not been made.

AND the recording or registration of the assignments granted hereunder shall be in the sole discretion of, and shall be the sole responsibility of the Assignee, however, the Assignor agrees to execute any instruments necessary, and do all other things necessary, to ensure the Assignee can record and register the assignments.

This assignment effective this 13th day of July executed at Toronto, Ontario, this 13th day of July, 2001.

ERNST AND YOUNG INC. acting solely in its capacity as Interim Receiver and not in its personal capacity for **Inverpower Controls Ltd.**

By: [Signature]
Name:
Title:

I, J. Antonio Reyes, whose full post office address is 627 Vesta Drive, Toronto, Ontario was personally present and did see Benjamin Beck of ERNST AND YOUNG INC. execute the above assignment.

[Signature]

INVERPOWER CONTROLS LTD.

By: [Signature]
Name: Clemens Van Zeyl, July 13/01 at 6:35 a.m.
Title: President : CFO without personal liability

I, Scott Beukel, whose full post office address is 185 Chebato Dr, Oakville, Ontario
Canada, L6J 5R1 was personally present and did see Clemens Van Zyl, of
INVERPOWER CONTROLS LTD. execute the above assignment

**SATCON POWER SYSTEMS CANADA
LTD.**

By: [Signature]
Name: Joseph S. Moran
Title: Secretary

I, Cardyn O'Connor, whose full post office address is 54 Montfern Avenue
Brighton MA 02135 was personally present and did see Joseph Moran, of
SATCON POWER SYSTEMS CANADA LTD. execute the above assignment.

[Signature]

SCHEDULE "A"
CANADA

TRADE-MARK

SERIAL NO.

REG. NO.

INVERPOWER AND DESIGN 883315

542915

SPLC

786409

483287

SCHEDULE "B"
UNITED STATES

SERIAL NO. &
TRADE-MARK

SERIAL NUMBER

REG. NO.

SPLC

74/706,915

2,164,962

SCHEDULE "C"