

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	10/13/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Hydrogen Corporation		10/13/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Plug Power Inc.
Street Address:	968 Albany-Shaker Road
City:	Latham
State/Country:	NEW YORK
Postal Code:	12110
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2872137	HYDRICITY
Registration Number:	2923734	GENERAL HYDROGEN

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-570-8230
 Email: sfarrell@goodwinprocter.com
 Correspondent Name: Stacey Farrell
 Address Line 1: c/o Goodwin Procter LLP, 53 State Street
 Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	101452/168700
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/

CH \$65.00 2872137

Date:

10/18/2006

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated October 13, 2006, is made by **GENERAL HYDROGEN CORPORATION**, a Delaware corporation (the "Debtor"), in favor of **PLUG POWER INC.** (the "Secured Party").

WHEREAS, the Debtor has entered into a Senior Secured Bridge Loan Agreement dated as of October 13, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Secured Party. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Loan Agreement, the Debtor has executed and delivered that certain Pledge and Security Agreement made by the Debtor to the Secured Party dated as of October 13, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Secured Party, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Secured Party a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

(a) The United States and Canadian patents, patent applications; and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "IP Security Agreement Supplement"), executed and delivered by the Debtor to the Secured Party from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) The United States and Canadian trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time) (the "Trademarks");

(c) The copyrights, United States and Canadian copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C

may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time) (the "Copyrights");

(d) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Debtor authorizes and requests that the Register of Copyrights (U.S.), the Commissioner of Patents and Trademarks (U.S.), the Registrar of Copyrights (Canada), the Register of Trademarks (Canada), the Commissioner of Patents (Canada) and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Debtor:

GENERAL HYDROGEN CORPORATION

By: 

Frank Trotter

President and Chief Executive Officer

Address for Notices:

13120 Vanier Place
Richmond, BC V6V 2J2

LIBC/2856439.1

General Hydrogen has the following nine (9) issued U.S. patents.
We do not have issued patents in other jurisdictions.

Patent No.	Issue Date	Title
US 6,619,342	16-Sep-03	Wheel Stop Service Port
US 6,691,749	17-Feb-04	Service Coupling
US 6,722,903	20-Apr-04	Service Plug Configuration
US 6,779,568	24-Aug-04	Gas Distribution System
US 6,810,925	2-Nov-04	Hydrogen Fueling Station
US 6,817,879	16-Nov-04	Service Port Configurations
US 6,822,551	23-Nov-04	System for Communication with a Vehicle in Close Proximity to a Fixed Service Port
US D487807	30-Mar-04	Fuel Storage Enclosure
US D487931	23-Mar-04	Fuel Storage Enclosure

General Hydrogen has the following filed patent applications (patents pending).

Patent Appli- cation No.	Filing Date	Title
US 10/833,551 Publication #: 20040205032	27-Apr-04	Hydrogen / Electric Energy Distribution System (a divisional application based on 09/492,934)
US 11/251,792	18-Oct-05	Fuel Cell Fluid Management System
Canada 2,523,640	18-Oct-05	Fuel Cell Fluid Management System
US 11/360,486	24-Feb-06	Fuel Cell Fluid Dissipater
Canada 2,537,728	24-Feb-06	Fuel Cell Fluid Dissipater
US 11/436,594	18-May-06	Fuel Cell Power Pack
Canada – # not received yet	12-May-06	Fuel Cell Power Pack
US 11/477,448	28-Jun-06	Capacitor Hybrid Fuel Cell Power Generator
Canada – # not received yet	28-Jun-06	Capacitor Hybrid Fuel Cell Power Generator
US – # not received yet	30-Jun-06	Capacitor Bank for Electrical Generator
Canada – # not received yet	30-Jun-06	Capacitor Bank for Electrical Generator

Trademark Registration No.	Jurisdiction	Registration Date	Mark
TMA 617,865	Canada	27-Aug-04	Hydricity
TMA 617,796	Canada	27-Aug-04	Hydricity
TMA 605,730	Canada	18-Mar-04	General Hydrogen
TMA 635,878	Canada	22-Mar-05	General Hydrogen
TMA 625,757	Canada	17-Nov-04	GH & Design (company logo)
TMA 643,848	Canada	7-Jul-05	GH & Design (company logo)
TMA 621,720	Canada	5-Oct-04	GH & Design (company logo)
2872137	U.S.	10-Aug-04	Hydricity
2923734	U.S.	1-Feb-05	General Hydrogen
002232866	CTM (Europe)	9-Jun-04	GH & Design (company logo)
002232536	CTM (Europe)	4-Feb-04	General Hydrogen
002679918	CTM (Europe)	21-Jun-05	Hydricity