

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Collateral Assignment of Trademark and Letters Patent
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nuvera Fuel Cells, Inc.		01/31/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Massachusetts Development Finance Agency
<b>Street Address:</b>	160 Federal Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3169825	POWERFLOW
Registration Number:	3103903	FORZA
Registration Number:	2512793	NUVERA
Registration Number:	2931259	AVANTI
Registration Number:	2832396	MAKING A WORLD OF DIFFERENCE IN CLEAN ENERGY SOLUTIONS
Registration Number:	2798280	THE FUTURE OF ENERGY
Registration Number:	2566966	
Serial Number:	78546117	POWERTAP

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 8009279801  
 Email: matthew.mayer@thomson.com  
 Correspondent Name: Corporation Service Company

CH \$215.00 3169825

Address Line 1: 84 State Street  
Address Line 2: 5th Floor  
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	CSC # 877719
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	05/07/2007

**Total Attachments: 14**

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**Collateral Assignment of Trademark and Letters Patent**

**Nuvera Fuel Cells, Inc.  
to  
Massachusetts Development Finance Agency**

This Collateral Assignment of Trademark and Letters Patent ("Assignment") made this 31<sup>st</sup> day of January, 2007, by and between Nuvera Fuel Cells, Inc., a Delaware corporation with a principal place of business and mailing address of 20 Acorn Park Drive, Cambridge, Massachusetts 02140 (the "Assignor") and Massachusetts Development Finance Agency, a body politic and corporate created by Chapter 289 of The Acts of 1998 and established under Massachusetts General Laws Chapter 23G as amended, as administrator of the Emerging Technology Fund, with a principal place of business and mailing address of 160 Federal Street, Boston, Massachusetts 02110 ("Assignee").

WHEREAS, Assignor and Assignee have entered into a certain \$5,000,000.00 Promissory Note dated as of January 31, 2007 (the "Note"), whereby Assignee has lent and has agreed to lend funds to Assignor on the terms and conditions set forth in said Note (the Note and other financing documents, including, without limitation, a certain Security Agreement and Leasehold Mortgage, both dated as of January 31, 2007, are all hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, Assignee has a security interest in substantially all assets of Assignor pursuant to the Loan Documents; and

WHEREAS, Assignor is the record owner of: (i) the trademark and letters patent of the United States listed on Schedule A annexed hereto (the "Trademark" and "Letters Patent" respectively) which Trademark and Letters Patent are registered in the United States Patent and

Trademark Office and (ii) the inventions described and claimed in the Letters Patent; and

WHEREAS, Assignor hereby grants Assignee a security interest in the Trademark and the Letters Patent on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth in the Loan Documents and set forth herein, the parties agree as follows:

1. To secure the complete and timely satisfaction of all of the obligations of Assignor to Assignee under the Loan Documents (the "Obligations"), Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, its entire right, title and interest in and to the Trademark and the Letters Patent, including, without limitation, the good will of the business to which the Trademark relates, all proceeds of the Trademark and the Letters Patent (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, as collateral security for the Obligations.

2. Assignor covenants and warrants that:

a. To the best of Assignor's knowledge, the Trademark and the Letters Patent are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

b. To the best of Assignor's knowledge, each of the Trademark and the Letters Patent are valid and enforceable;

c. Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademark and the Letters Patent, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, registered user agreements, licenses, shop rights and covenants by Assignor not to sue third persons;

d. Assignor has the unqualified right to enter into this Assignment and perform its terms and will enter into written agreements with each of its present and future employees, agents and consultants that will enable it to comply with the covenants herein contained;

e. No claim has been made that the use of the Trademark does or may violate the rights of any third person except as disclosed in a separate writing from Assignor's counsel to Assignee's counsel;

f. Assignor has used and will continue to use for the duration of this Assignment proper statutory notice in connection with its use of the Trademark; and

g. Assignor has used and will continue to use for the duration of this Assignment consistent standards of quality in its manufacture of products sold under the Trademark.

3. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under the Trademark, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts reasonably required by Assignee to ensure Assignor's compliance with Paragraph 2(g) above.

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without Assignor's prior written consent.

5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks or patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any patent or any improvement on any patent, the provisions of Paragraph 1 hereof shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing hereof.

6. Assignor authorizes Assignee to modify this Assignment by amending Schedule A to include any future trademarks, trademark applications, patents and patent applications which are Letters Patent.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Documents) or demand made upon Assignor for payment of its Obligations to Assignee, Assignee hereby grants to Assignor the exclusive, royalty-free, nontransferable right and license to make, have made, use and sell the goods covered by the Trademark and the inventions disclosed and claimed in the Letters Patent and to use the Trademark on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Assignee.

8. If demand has been made or an Event of Default shall have occurred and be continuing, as set forth in Paragraph 7 above, Assignor's license as set forth in said Paragraph 7 shall terminate forthwith, and Assignee shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark or the Letters Patent may be located and, without limiting the generality of the foregoing, the Assignor may immediately, without further demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, sell at public or private sale or otherwise realize upon, in the Commonwealth of Massachusetts or elsewhere, the Trademark or the Letters Patent, or any interest which Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademark or the Letters Patent all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignor. Notice of any sale or other disposition of the Trademark or the Letters Patent shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademark or the Letters Patent, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee or any holder of any note may, to the extent permissible under applicable law, purchase the whole or any part of the Trademark or the Letters Patent sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Assignor assumes all responsibility and liability arising from the use of the Trademark and the Letters Patent and Assignor hereby indemnifies, defends and holds Assignee

harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of (i) any alleged defect in any product manufactured, promoted or sold by Assignor under any of the Letters Patent or bearing the Trademark, or (ii) the manufacture, promotion, labeling, sale or advertisement of any such product by Assignor.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee in connection with (i) the preparation of this Assignment and all other documents relating hereto and to the consummation of this transaction, (ii) the filing or recording of any documents (including all taxes in connection therewith) in public offices, (iii) the payment or discharge of any taxes, counsel fees, maintenance fees or encumbrances, (iv) defending or prosecuting any actions or proceedings arising out of or related to the Trademark or the Letters Patent, or (v) otherwise protecting, maintaining or preserving the Trademark and the Letters Patent, shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the applicable rate prescribed in the Security Agreements.

11. Assignor shall have the right and the duty to prosecute diligently any patent or trademark application for the Letters Patent or the Trademark pending as of the date of this Assignment, or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings, and to do all acts necessary or desirable to preserve and maintain all rights in the Trademark or the Letters Patent, or any trademark applications. Any expenses incurred in connection with such an application shall be borne by Assignor. Assignor shall not abandon any right to file a patent application, or any pending patent application or patent without the consent of Assignee, which consent shall not be unreasonably withheld.



12. Upon the failure or inability of Assignor to take actions required under Paragraph 11 above, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce or protect the Trademark or the Letters Patent and any license thereunder, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights hereunder, including without limitation, reasonable attorney fees incurred by Assignor.

13. In the event of the occurrence of Event of Default under the Loan Documents, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Trademark and the Letters Patent, or to grant or issue any exclusive or nonexclusive license under the Trademark or the Letters Patent to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark or the Letters Patent to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Assignment.

14. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further

exercise thereof or the exercise of any other right, power or privilege.

15. All of Assignee's rights and remedies with respect to the Trademark and the Letters Patent, whether established hereby or by the Loan Documents, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Assignment are severable, and if any clause or provision hereof shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Assignment in any jurisdiction.

17. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6 hereof.

18. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

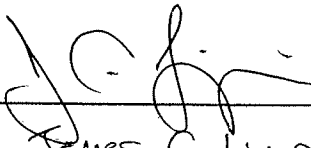
19. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Massachusetts.

20. This Assignment is made in order to grant Assignee a security interest in the property set forth on Schedule A annexed hereto, and upon satisfaction of the Obligations secured hereby, this Assignment shall be void and of no further effect.

**(Signatures on Following Page)**

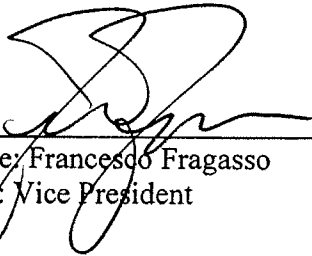
WITNESS the execution hereof under seal as of the day and year first above written.

WITNESS:

  
\_\_\_\_\_  
James C. Limperis

ASSIGNOR:

Nuvera Fuel Cells, Inc.

  
By: \_\_\_\_\_  
Name: Francesco Fragasso  
Title: Vice President

ASSIGNEE:

Massachusetts Development Finance Agency

\_\_\_\_\_

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

WITNESS the execution hereof under seal as of the day and year first above written.

WITNESS:

\_\_\_\_\_

ASSIGNOR:

Nuvera Fuel Cells, Inc.

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

ASSIGNEE:

Massachusetts Development Finance Agency

*via Ogilvy*  
\_\_\_\_\_

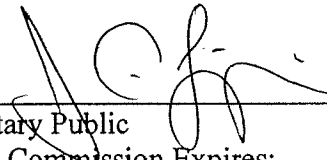
By: *Laura L. Canter*  
Name: \_\_\_\_\_  
Title: *Laura L. Canter*  
*Executive Vice President*  
*Finance Programs*

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

January 31, 2007

On this 31 day of January, 2007, before me, the undersigned notary public, personally appeared Francesco Fragasso, Vice President of Nuvera Fuel Cells, Inc., proved to me through satisfactory evidence of identification, which were License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Vice President of Nuvera Fuel Cells, Inc.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: February 8, 2013

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

January \_\_\_\_, 2007

On this \_\_\_\_ day of January, 2007, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Massachusetts Development Finance Agency, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ of Massachusetts Development Finance Agency.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

January \_\_\_\_, 2007

On this \_\_\_\_ day of January, 2007, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Nuvera Fuel Cells, Inc., proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ of Nuvera Fuel Cells, Inc.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February  
January 1, 2007

On this 1 day of February, 2007, before me, the undersigned notary public, personally appeared Kawza Z. Carter of Massachusetts Development Finance Agency, proved to me through satisfactory evidence of identification, which were Personally Known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Exp Finance Program of Massachusetts Development Finance Agency.

Victoria Stratton  
Notary Public  
My Commission Expires:  VICTORIA STRATTON  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
December 12, 2008

## SCHEDULE A

### List of Trademarks

1. Serial # 78546117 – POWERTAP
2. Reg. # 3169825 – POWERFLOW
3. Reg. # 3103903 – FORZA
4. Reg. # 2512793 – NUVERA
5. Reg. # 2931259 – AVANTI
6. Reg. # 2832396 – MAKING A WORLD OF DIFFERENCE IN CLEAN ENERGY SOLUTIONS
7. Reg. # 2798280 – THE FUTURE OF ENERGY
8. Reg. # 2566966 – (DESIGN ONLY; SEE ATTACHED)

### List of Letters Patent

1. Application Nos. 20070009774; 20060039839; 200637244; 20060032137;  
20060013760; 20050257427; 20050142400; 20040253498;  
20030010481; 20030170518
2. Patent Nos. 6083425; 6123913; 6126908; 6207122; 6245303; 6254839; 6468480;  
6524550; 6641625; 6783742; 6817182; 6861169; 6916564; 6921595;  
6986797; 7066973; 7063131

Attachment: Trademark Reg. # 2566966

