

10-19-2007

FORM PTO-1594
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)



U.S. DEPARTMENT OF COMMERCE
ET United States Patent and Trademark Office

103454580

To the Director of the U.S. Pate. Please record the attached documents or the new address(es) below.

10/18/07

1. Name of conveying party(ies):
Active Power, Inc.

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No
Name: **Silicon Valley Bank**
Internal Address Loan Documentation HF 154
Street Address: 3003 Tasman Dr.
City **Santa Clara**
State **CA**
Country **USA**
Zip **95054**

3. Nature of conveyance/ Execution Date(s):
Execution Date(s): 10/05/07
 Assignment Merger
 Security Agreement Change of Name
 Other

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship
 Other Citizenship
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s) 78/698,363	B. Trademark Registration No.(s)
75/897,087	
75/500,296	
75/163,786	
75/112,320	

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Silicon Valley Bank**
Internal Address: **Loan Collateral HF154**
Street Address: **3003 Tasman Dr.**
City: **Santa Clara** State: **CA** ZIP: **95054**
Phone Number: **(408) 654-4042**
Fax Number: **(408) 654-6313**
Email Address: **ldc@svbank.com**

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$140.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature. _____ **10/12/07**
Signature Date
Susana Valdivia c/o Amy Zuhn
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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40.00 DP
100.00 DP
10/19/2007 DBYRNE
01 FC:89E1
02 FC:89E2

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ACTIVE POWER, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ACTIVE POWER, INC.

Address of Grantor:

2128 W Braker Lane BK 12
Austin, TX 78758

Attn: Chief Financial Officer

By: 

Title: CHIEF FINANCIAL OFFICER

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By: 

Title: Relationship Mgr

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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None.

GT6540658.1
354271-110

EXHIBIT B

Patents

	<u>Description</u>	<u>Patent/App Number</u>	<u>Date</u>
1.	Systems and methods for controlling pressure of fluids	10943328	9/17/04
2.	Systems and methods for providing cooling in compressed air storage power supply systems	10943289	9/17/04
3.	Air/oil mist lubrication system and method of use	10943290	9/17/04
4.	Systems and methods for providing cooling in compressed air storage power supply systems	10943291	9/17/04
5.	Thermal storage unit and methods for using the same to heat a fluid	10943293	9/17/04
6.	Systems and methods for controlling temperature and pressure of fluids	10943294	9/17/04
7.	Methods and systems for heating thermal storage units	10943639	9/17/04
8.	Systems and methods for providing resources such as cooling and secondary power to electronics in a data center	11305411	12/15/05
9.	Integrated motor/generator/flywheel utilizing a solid steel rotor	5731645	2/5/96
10.	Method and apparatus for providing startup power to a genset-backed uninterruptible power supply	5767591	9/9/96
11.	Brushless generator	5864198	5/2/97
12.	Energy storage flywheel apparatus and methods	5905321	2/17/98
13.	Moter/generator and axial magnetic bearing utilizing common magnetic circuit	5920138	2/17/98
14.	High inertia inductor-alternator	5929548	9/8/97
15.	Energy storage flywheel emergency source and methods	5932935	4/11/97
16.	Energy storage flywheel apparatus and methods	5955816	2/17/98
17.	Energy storage flywheel apparatus and methods	5969457	2/17/98
18.	Magnetically levitated robot and method of increasing levitation force	5980193	9/18/96
19.	Methods and apparatus for providing protection to batteries in an uninterruptible power supply	5994794	5/9/97
20.	Replaceable bearing cartridge assembly for flywheel energy system	6029538	9/8/97
21.	High-efficiency inductor-alternator	6118202	5/11/98
22.	Step switch cycloconverter utilizing multi-tap armature	6124702	11/13/98

	<u>Description</u>	<u>Patent/App Number</u>	<u>Date</u>
23.	Airgap armature coils electric machine using same	6166472	2/17/98
24.	Uninterruptible power supply utilizing thermal energy source	6192687	5/26/99
25.	Cartridge armature devices and methods	6208056	9/8/97
26.	Generator providing alternating current which has a selected frequency	6236123	2/19/99
27.	Integrated continuous power system assemblies	6408627	5/21/01
28.	Method and apparatus for providing a continuous supply of electric power	6463738	5/21/01
29.	Method and apparatus having a turbine working in different modes for providing an uninterruptible supply of electric power to a critical load	6512305	6/16/00
30.	Circuits and methods for preheating a rotor of a motor-generator device	6642682	2/21/02
31.	Integrated flywheel uninterruptible power supply system	6657320	11/3/99
32.	Integrated continuous power system assemblies having multiple nozzle block segments	6777823	5/21/01
33.	A multiple path variable speed constant frequency device having automatic power path selection capability	6844706	8/30/02
34.	Universal uninterruptible power supply input circuitry and methods for configuring same	6914349	2/27/02
35.	Thermal storage unit and methods for using the same to heat a fluid	6955050	12/16/03
36.	Thermal and compressed air storage system	7086231	2/5/03
37.	Systems and methods for providing backup energy to a load	7127895	2/5/03
38.	Method and apparatus for providing an uninterruptible supply of electric power to a critical load	6255743	5/26/99

EXHIBIT C

Trademarks

	<u>Description</u>	<u>Serial/Reg. Number</u>	<u>Date</u>
1.	COOLAIR	78698363	8/23/05
2.	Active Power	75897087	1/14/00
3.	MAKING ELECTRICITY BETTER	75500296	6/11/98
4.	ACTIVE POWER	75163786	9/10/96
5.	CLEANSOURCE	75112320	5/31/96

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EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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