Form PTO-1594 (Rev. 01-09) OMB Collection 0651-0027 (ex

08-28-2009

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

OMB Collection 0651-0027 (exp.	United States Patent and Trademark Office
	- 14814 (BINS 719) [BA)
To the Director of the U. S. Pate	d documents or the new address(es) below.
1. Name of conveying party(ies);	2. Name and address of receiving party(ies)
Premium Power Corporation	Name: Massachusetts Development Finance Agency
Individual(s) Association	Internal Address:
General Partnership Limited Partnership Corporation- State: Delaware	Street Address: 160 Federal Street City: Boston
Other	State: Massachusetts
Citizenship (see guidelines)	Country: <u>usa</u> Zip: <u>02110</u> Association Citizenship
3. Nature of conveyance)/Execution Date(s) :	General Partnership Citizenship
Execution Date(s)May 29, 2009; July 27, 2009	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship
Security Agreement Change of Name	X Other state agency
Other Negative Pleage Agreement and Plast/Amendinent	(Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) AUG 26 C. Identification of Description of Trademark(s) (and Filing 2101817: word mark "ZINC-FLOW", typed drawing 2121994: word mark "POWERBLOCK", typed drawing	B. Trademark Registration No.(s) 2101817, 2121994 Additional sheet(s) attached? Yes
5. Name & address of party to whom correspondence concerning document should be mailed: Name:Suzanne Wann	6. Total number of applications and registrations involved:
nternal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65
Street Address:c <u>/o Sherin and Lodgen LLP</u> 01 Federal Street, 30th Floor	☐ Authorized to be charged to deposit account ☐ Enclosed
City: _{Boston}	8. Payment Information:
State: Massachusetts Zip: 02110	
Phone Number:617-646-2267	Deposit Account Number
-ax Number: 617-646-2222	Deposit Account Number
Email Address: sdwann@sherin.com	Authorized User Name
9. Signature: Junghumu Jhm	8/25/39
ự Sigħature	Date

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

Suzanne D. Wann

Name of Person Signing

TRADEMARK REEL: 004051 FRAME: 0028

Total number of pages including cover sheet, attachments, and document:

USPTO Trademark Recordation Form Cover Sheet

Premium Power Corporation

2. Name and address of receiving party(ies), cont.

The Massachusetts Clean Energy Technology Center 100 Cambridge Street Boston, Massachusetts 02114

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Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/

08-10-2009

U.S. DEPARTMENT OF COMMERCE nited States Patent and Trademark Office

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To the Director of the U. S. Patent at 1035	70155 ments or the new a	iddress(es) below.
1. Name of conveying party(ies): Premium Power Corporation Individual(s) Association General Partnership Limited Partnership Corporation- State: Delaware Other Citizenship (see guidelines) Additional names of conveying parties attached? Yes No. 3. Nature of conveyance)/Execution Date(s): Execution Date(s) May 29, 2009; July 27, 2009 Assignment Merger Security Agreement Change of Name Other Negative Pledge Agreement and First Amendment 4. Application number(s) or registration number(s) and A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing 121994: word mark "POWERBLOCK", typed drawing	General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Citizenship Corporation Citizenship Corporation Citizenship Corporation Citizenship Corporation Citizenship Citizenship Citizenship Citizenship Citizenship Corporation Citizenship Citizenship Citizenship Citizenship Citizenship Citizenship Citizenship Corporation Citizenship Citizenship Citizenship Citizenship Citizenship Citizenship Citizenship Citizenship Citizenship Corporation Citizenship Mas Citizenship Corporation Citizenship Corporation Citizenship Citizenship Citizenship Citizenship Citizenship Citizenship Citizenship Mas Citizenship Ma	ssachusetts tes, a domestic Yes No nt from assignment) ademark.
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concerning document should be mailed: Name: _{Suzanne Wann}	6. Total number of applications and registrations Involved: 7. Total fee (37 CFR 2.6(b)(6) & 3.41)	\$ <u>65</u>
Name: Suzanne Wann Internal Address: Street Address: c/o Sherin and Lodgen LLP	registrations involved:	\$ <u>65</u>
concerning document should be mailed: Name:Suzanne Wann Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) Authorized to be charged to dep	\$ <u>65</u>
concerning document should be mailed: Name: Suzanne Wann Internal Address: Street Address: c/o Sherin and Lodgen LLP 101 Federal Street, 30th Floor City: Boston	7. Total fee (37 CFR 2.6(b)(6) & 3.41) Authorized to be charged to dep	\$ <u>65</u>
concerning document should be mailed: Name:Suzanne Wann Internal Address: Street Address:c/o Sherin and Lodgen LLP 101 Federal Street, 30th Floor City:Boston	7. Total fee (37 CFR 2.6(b)(6) & 3.41) Authorized to be charged to dep Endosed 8. Payment Information:	\$ <u>65</u>
concerning document should be mailed: Name: Suzanne Wann Internal Address: Street Address: c/o Sherin and Lodgen LLP 101 Federal Street, 30th Floor City: Boston State: Massachusetts Phone Number: 617-646-2222	7. Total fee (37 CFR 2.6(b)(6) & 3.41) Authorized to be charged to dep Enclosed 8. Payment Information: Deposit Acceptate before a	\$65 posit account 8899815 2181817
concerning document should be mailed: Name: Suzanne Wann Internal Address: Street Address: c/o Sherin and Lodgen LLP 101 Federal Street, 30th Floor City: Boston State: Massachusetts Zip: 02110	7. Total fee (37 CFR 2.6(b)(6) & 3.41) Authorized to be charged to dep Endosed 8. Payment Information:	\$65 posit account 8888815 2181817
concerning document should be mailed: Name: Suzanne Wann Internal Address: Street Address: C/o Sherin and Lodgen LLP 101 Federal Street, 30th Floor City: Boston State: Massachusetts Phone Number: 617-646-2267 Fax Number: 617-646-2222 Email Address: sdwann@sherin.com 9. Signature:	registrations involved: 7. Total fee (37 CFR 2.6(b)(6) & 3.41) Authorized to be charged to dep Enclosed 8. Payment Information: Deposit Account / Man Man Man Authorized Jac Man Ma	\$65 posit account 8899815 2181817
concerning document should be mailed: Name: Suzanne Wann Internal Address: Street Address: c/o Sherin and Lodgen LLP 101 Federal Street, 30th Floor City: Boston State: Massachusetts Phone Number: 617-646-2267 Fax Number: 617-646-2222 Email Address: sdwann@sherin.com	registrations involved: 7. Total fee (37 CFR 2.6(b)(6) & 3.41) Authorized to be charged to dep Enclosed 8. Payment Information: Deposit Account / Man Man Man Authorized Jac Man Ma	\$65 posit account 8899815 2181817 48.9 25.8

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

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USPTO Trademark Recordation Form Cover Sheet

Premium Power Corporation

2. Name and address of receiving party(ies), cont.

The Massachusetts Clean Energy Technology Center 100 Cambridge Street Boston, Massachusetts 02114

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NEGATIVE PLEDGE AGREEMENT

This Negative Pledge Agreement is made as of __May_21___, 2009, by and between PREMIUM POWER CORPORATION, a Delaware corporation with offices at 87 Concord Street, North Reading, Massachusetts 01864 ("Borrower"), 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, with its principal offices at 160 Federal Street, Boston, Massachusetts 02110 ("Lead Lender"), and the Massachusetts CLEAN ENERGY TECHNOLOGY CENTER, a body politic and corporate created by Chapter 307 of The Acts of 2008 and established under Massachusetts General Laws Chapter 23J as amended, with its principal offices at 100 Cambridge Street, Boston, Massachusetts 02114 ("CETC" and, collectively with Lead Lender, the "Lenders").

RECITALS

- A. Lead Lender has agreed to make certain advances of money and to extend certain financial accommodation to Borrower (the "Loan") in the amount and manner set forth in that certain Promissory Note entered into contemporaneously herewith by and between Borrower and Lead Lender (the "Note"). CETC is an equal participant in the Loan with Lead Lender. Capitalized terms not defined n this Negative Pledge Agreement shall have the same meaning given to them in the Note or in that certain Security Agreement by and between Borrower and Lead Lender of even date herewith (the "Security Agreement").
- B. Lead Lender is willing to make the Loan to Borrower, but only upon the condition, among others, that Borrower enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Borrower hereby covenants and agrees with the Bank as follows:

AGREEMENT

- 1. Except as provided in Section 2 below, from the date of this Agreement through the end of the term hereof as provided herein, Borrower shall not through its actions or inactions, and Borrower shall not through the actions or inactions of others, sell, transfer, assign, mortgage, pledge, lease, grant a security interest in, or encumber any of the Copyrights, Patents, or Trademarks (each as defined below) listed on Exhibits A, B, and C attached hereto, or any of Borrower's other Intellectual Property (as defined below) and any parts or parcels of any of the foregoing and interests and rights in any of the foregoing, including, without limitation, the following:
- (a) Any and all copyrights, copyright applications, copyright registrations, and like protections in each work of authorship and derivative work thereof, both published and unpublished and whether or not the same also constitutes a trade secret, now existing and hereafter existing, created, acquired, and held (collectively, "Copyrights");

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- (b) Any and all mask works an similar rights available for the protection of semiconductor chips, now owned and hereafter acquired (collectively, "Mask Works");
- (c) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now existing and hereafter existing, created, acquired, and held;
- (d) Any and all design rights which may be available to Borrower now existing and hereafter existing, created, acquired, and held;
- (e) Any and all patents, patent applications, and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same, including, without limitation, the patents and patent applications (collectively, "Patents");
- (f) Any and all trademark and service mark rights, both registered and unregistered, applications to register and registrations of the same, and like protections, and the entire goodwill of the business of Borrower connected with or symbolized by such trademarks;
- (g) Any and all claims for damages by way of past, present, and future infringements of any of the rights included above, with the right but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) Any and all licenses and other rights to use any Copyrights, Patents, Trademarks, and Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) Any and all amendments, extensions, renewals, re-issues, divisions, and continuations of any of the foregoing; and
- (j) Any and all proceeds, products, and accessions of and additions to the foregoing, including without limitation, all payments under insurance policies and indemnities or warranties payable in respect of any of the foregoing.

All of the tangible and intangible property and property rights described in this paragraph 1 are collectively referred to as the "Intellectual Property".

- 2. Notwithstanding the limitations contained in paragraph 1 above, (i) Borrower may sell, transfer, or assign the Intellectual Property in the ordinary course of business for adequate consideration, provided that, if the Intellectual Property is then actively used in the business of Borrower, the proceeds of such sale, transfer, or assignment shall be used to pay down the outstanding obligations of Borrower under the Note, and (ii) Borrower may grant any license of Intellectual Property.
- 3. The Note and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. The term of this Agreement shall be coterminous with the term of the Note. It shall be an event of default under the Note and

- 2 -

Security Agreement if there is a breach or violation of any of the terms and provisions of this Agreement by Borrower.

- 4. Borrower represents and warrants that as of the date of this Agreement, it owns and holds title or license, sublicense, or other right to use in and to al of the Intellectual Property, free and clear of all liens, security interests, and other encumbrances, and that it knows of no infringement actions against it by third parties with respect to such third parties' Intellectual Property. Borrower also represents and warrants that it has the right and power to enter into this Agreement, and has taken all action necessary or appropriate to authorize the execution and delivery of this Agreement.
- 5. Borrower hereby agrees to execute such other agreements, documents, and records and to perform and refrain from performing such acts as may be deemed necessary or appropriate by Lenders to enforce Lenders' rights hereunder and under the Note and Security Agreement. Each Lender shall have the right, from time to time, to file assignment documents with the United States Patent and Trademark Office as each Lender deems necessary or advisable and to include in such documents all information regarding Borrower as each such Lender deems necessary or advisable for the purpose of protecting and perfecting Lenders' interests under this Agreement and in and to the Intellectual Property, including, without limitation, tax identification numbers and other identifying numbers and information relative to the Intellectual Property.
- 6. This Agreement shall inure to the benefit of Lenders and their successors and assigns and shall be binding upon Borrower and its heirs, successors, and assigns.
- 7. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof. In addition, (i) no amendment or waiver of a right under this Agreement will be binding on a Lender unless it is in writing and signed by such Lender; (ii) to the extent that a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted; (iii) a successor to and assignee of Lead Lender's rights and obligations under the Note and Security Agreement will succeed to Lead Lender's rights under this Agreement; and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

[Signatures Appear on Following Page]

- 3 -

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first written above.

BORROWER:
PREMIUM POWER CORPORATION
By:
LEAD LENDER:
MASSACHUSETTS DEVELOPMENT FINANCE AGENCY
By: Name: Title: Hereunto Duly Authorized
CETC:
MASSACHUSETTS CLEAN ENERGY TECHNOLOGY CENTER
Ву:
Name: Title:
Hereunto Duly Authorized

[Acknowledgements Appear on Following Page]

_ 1 .

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first written above.

BORROWER:
PREMIUM POWER CORPORATION
By: Name: Title:
Hereunto Duly Authorized
LEAD LENDER:
MASSACHUSETTS DEVELOPMENT FINANCE AGENCY
By: Jewa J Cout. Name: Laura L. Canter Title: Executive Vice President Hereunto Duly Authorized
CETC:
MASSACHUSETTS CLEAN ENERGY TECHNOLOGY CENTER
By: Name: Title: Hereunto Duly Authorized

[Acknowledgements Appear on Following Page]

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first written above.

BORROWER:
PREMIUM POWER CORPORATION
By: Name: Title: Hereunto Duly Authorized
LEAD LENDER:
MASSACHUSETTS DEVELOPMENT FINANCE AGENCY
By: Name: Title: Hereunto Duly Authorized
CETC:
MASSACHUSETTS CLEAN ENERGY TECHNOLOGY CENTER By: Name: Correct Cloner Title: Exercitive Director Hereunto Duly Authorized

[Acknowledgements Appear on Following Page]

COMMONWEALTH OF MASSACHUSETTS

MIDDLESSEY, SS
On this 8th day of June, 2009, before me, the undersigned notary public, personally appeared GRRY COLECTO of Premium Power Corporation, a Delaware corporation, proved to me through satisfactory evidence of identification, which were An Dantes Licenses, 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 of Premium Power Corporation.
Will I Oxlande
Notary Public My commission expires: 1/16/2015
My commission expires:
COMMONWEALTH OF MASSACHUSETTS
, SS
On this day of, 2009, before me, the undersigned notary public, personally appeared of Massachusetts Development Finance
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 signed it voluntarily for its stated purpose as
of Massachusetts Development Finance Agency.
Notary Public
My commission expires:
COMMONWEALTH OF MASSACHUSETTS
, SS
On this day of, 2009, before me, the undersigned notary public, personally appeared, of Massachusetts Clean Energy Technology
appeared,of Massachusetts Clean Energy Technology Center, 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 signed it voluntarily for its stated purpose as
of Massachusetts Clean Energy Technology Center.
Notary Public
My commission expires:

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COMMONWEALTH OF MASSACHUSETTS

	, ss	
appearedcorporation, proved	to me through s	, 2009, before me, the undersigned notary public, personally of Premium Power Corporation, a Delaware atisfactory evidence of identification, which were the person whose name is signed on the preceding or attached
	nowledged to me	that he signed it voluntarily for its stated purpose as wer Corporation.
		Notary Public My commission expires:
	COM	MONWEALTH OF MASSACHUSETTS
Suffolk	, ss	
Agency, proved to Agency, proved to Argo wal knowledge document, and acknowledge	me through satis, to be nowledged to me	2009, before me, the undersigned notary public, personally of Massachusetts Development Finance afactory evidence of identification, which were the person whose name is signed on the preceding or attached that he signed it voluntarily for its stated purpose as achusetts Development Finance Agency.
ř		Notary Public My commission expires: My Commission Expires My Commission Expires December 27, 2013
	COM	MONWEALTH OF MASSACHUSETTS
	, SS	
On this appeared Center, proved to r	, ne through satisf	, 2009, before me, the undersigned notary public, personally of Massachusetts Clean Energy Technology factory evidence of identification, which were
document, and ack	nowledged to me	the person whose name is signed on the preceding or attached e that he signed it voluntarily for its stated purpose as achusetts Clean Energy Technology Center.
		Notary Public My commission expires:

- 5 -

COMMONWEALTH OF MASSACHUSETTS

	_, ss	
appearedcorporation, proved to document, and acknowledge.	to me through satisfact	2009, before me, the undersigned notary public, personally of Premium Power Corporation, a Delaware cory evidence of identification, which were son whose name is signed on the preceding or attached e signed it voluntarily for its stated purpose as reporation.
		Notary Public My commission expires:
	COMMONW	EALTH OF MASSACHUSETTS
	, SS	
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		Notary Public My commission expires:
	COMMONW	EALTH OF MASSACHUSETTS
document, and acknowledge	day of,,,,,,,, chrough satisfactory ending to be the person wheelged to me that he	2009, before me, the undersigned notary public, personally two Director of Massachusetts Clean Energy Technology evidence of identification, which were son whose name is signed on the preceding or attached esigned it voluntarily for its stated purpose as as Clean Energy Technology Center. Notary Public My commission expires: 3/30/2013
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Exhibit A

[Copyrights]

None

- 6 -

Exhibit B

[Patents]

See Attached

- 7 -

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Matter No.	Title	Country	Serial No./ Patent No.	Filing Date/ Issue Date	Inventors
444178	Device for Monitoring and Charging of a Selected Group of Battery Cells	Patent Cooperation Treaty	PCT/US04/022046	7/8/2004	Dennis M. Darcy Edward A. Gordon Gary M. Colello
444217	Methods and Apparatus for Electric Potential Neutralization in a Flowing Electolyte Battery	United States	60/648,156	1/28/2005	Gary M. Colello Dennis M. Darcy
444218	Method and System for DC Energy Storage Using a Flowing Electrolyte Battery	United States	60/661,194	3/11/2005	Gary M. Colello Dennis M. Darcy
444219	Leak Sensor for Flowing Electrolyte Batteries	United States	09/899,523 7,314,761	7/5/2001 1/1/2008	Rick Winter
444255	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	Russian Federation	2006103792	7/8/2004	Dennis M. Darcy Gary M. Colello
444256	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	China P.R.	200480019402.0	7/8/2004	Dennis M. Darcy Gary M. Colello
444257	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	Japan	2006518934	7/8/2004	Dennis M. Darcy Gary M. Colello
444258	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	Canada	2531523	7/8/2004	Dennis M. Darcy Gary M. Colello
444259	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	Australia	2004258144	7/8/2004	Dennis M. Darcy Gary M. Colello
444260	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	European Patent Convention	047778659	7/8/2004	Dennis M. Darcy Gary M. Colello
444556	Method Of Charging A Multiplicity Of Batteries	United States	07/887,054 5,391,973	5/22/1992 2/21/1995	Gerd Tomazic
444557	Process for Reducing Unwanted Specific United States Electro Chemical Conversion in Rechargeable Batteries	United States	08/244,714 5,436,087	6/14/1994 7/25/1995	Gerd Tomazic
444558	Method of Determining the Charging of a ZnBr Battery and Method of Charging Such Battery	United States	08/185,223 5,459,390	1/24/1994 10/17/1995	Gerd Tomazic

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444559	Features, Controls, and Methods Relating to a Flowing Electrolyte Battery and a UPS Source Employing a Flowing Electroly	United States	60/485,871	7/9/2003	Dennis M. Darcy Gary M. Colello
444560	Metal Halogen Battery	Switzerland	888901113 0291496	5/9/1988 2/3/1993	Gerd Tomazic
444561	Metal Halogen Battery	Germany	38780259 0291496	5/9/1988 2/3/1993	Gerd Tomazic
444562	Metal Halogen Battery	Great Britain	888901113 0291496	5/9/1988 2/3/1993	Gerd Tomazic
444563	Metal Halogen Battery	France	888901113 0291496	5/9/1988 2/3/1993	
444564	Method for Charging a Plurality of Batteries	Germany	592094014	5/20/1992	Gerd Tomazic
444565	ate Electrochemical Conversion or Rechargeable Batteries	European Patent Convention	929244820 0617848	12/17/1992 8/30/1995	Greg Tomazic
444566	ecific	Austria	929244820 0617848	12/17/1992 8/30/1995	Gerd Tomazic
444567	Process for Reducing Unwanted Specific Electro Chemical Conversion in Rechargeable Batteries	France	929244820 0617848	12/17/1992 8/30/1995	Gerd Tomazic
444568	Process for Reducing Unwanted Specific Italy Electro Chemical Conversion in Rechargeable Batteries	Italy	929244820 0617848	12/17/1992 8/30/1995	
444569	ZnBr Battery with Circulating Electrolytes	China P.R.	931188326 1058111	9/1/1993 11/1/2000	Gerd Tomazic
444570	ZnBr Battery with Circulating Electrolytes	Mexico	935290 185731	8/31/1993 8/25/1997	Gerd Tomazic
444571	ZnBr Battery with Circulating Electrolytes	European Patent Convention	939187647 0658279	8/30/1993 10/30/1996	Gerd Tomazic
444572	ZnBr Battery with Circulating Electrolytes	Germany	DE593043715 0658279	8/30/1993 10/30/1996	Gerd Tomazic
444573	ZnBr Battery with Circulating Electrolytes	United States	08/392,901 5,607,788	4/24/1995 3/4/1997	Gerd Tomazic
444574	Process for Charging and Discharging ZnBr Batteries	United States	08/464,620 5,702,842	6/23/1995 12/30/1997	Gerd Tomazic
444575	Method for Producing a Nondetachable, Fluid-tight, and Gastight Connection	United States	08/617,757 5,716,733	3/15/1996 2/10/1998	Gerd Tomazic

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	Gerd Tomazic	Rick Winter	Rick Winter		Gary M. Colello Dennis M. Darcy	Rick Winter	Gerd Tomazic	Gerd Tomazic	Gerd Tomazic	Gerd Tomazic	Gerd Tomazic	Dennis Darcy Gary Colello	Dennis Darcy Gary Colello	Dennis Darcy Gary Colello	Dennis Darcy
	10/3/2000 9/24/2002	7/5/2001 3/23/2004	3/22/2004	5/9/1988 2/3/1993	7/8/2004	7/5/2001	9/22/2000	1/3/2002 7/6/2004	6/18/2002	12/2/1985	10/29/2001 3/8/2005	1/30/2006	1/30/2006	1/30/2006	1/30/2006
	09/677,996	09/899,749 6,711,036	10/806,048	888901113 0291496	10/886,881	09/900,761	09/667,386	10/038,044 6,759,158	10/174,531	3669420.7 0225315	10/053,341 6,864,012	11/342,476	PCT/US06/003124	2006207991	2596087
	United States	United States	United States	European Patent Convention	United States	United States	United States	United States	United States	Germany	United States	United States	Patent Cooperation Treaty	Australia	Canada
Between a Plate Stack and a Lateral	Recombinator for the Re-Acidification of an Electrolyte Stream in a Flowing	ty of	ality of		ods for Selective Cell ol in a Flowing	System and Method for Providing Flectric Power	Electrochemical Cell With Manifold Device and Associated Method of	System for Proclusion of Electrical	Charging/Floating Process for Zinc- Bromine Batteries	Galvanic Element (Tomazic)	Recombinator for the Re-Acidification of an Electrolyte Stream in a Flowing Electrolyte Zinc-Bromine Battery	Flowing Electrolyte Battery With	Electric	Flowing Electolyte Battery With Electric Potential Neutralization	Flowing Electolyte Battery With Electric Canada
	444576	444577	444578	444579	444580	444692	444694	444695	444696	444697	444698	445125	445505	469897	469898

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	Potential Neutralization				Gary Colello
469900	469900 Flowing Electolyte Battery With Electric European Patent	European Patent	067198135	1/30/2006	Dennis Darcy
	Potential Neutralization	Convention			Gary Colello
469901	469901 Flowing Electolyte Battery With Electric Japan	Japan	2007553307	1/30/2006	Dennis Darcy
	Potential Neutralization				Gary Colello
474159	474159 Leak Sensor for Flowing Electrolyte	United States	11/933,162	10/31/2007	Rick Winter
	Batteries				
482174	482174 Integrated Renewable Energy	United States	61/073,752	6/18/2008	Dennis M. Darcy
	Generation and Storage Systems and				Gary M. Colello
	Associated Methods				Michael Falcinelli
485070	485070 System and Method For Transporting	United States	61/103,527	10/7/2008	Gary M. Colello
	Energy				Dennis Darcy
					George B. Stevens
489947	489947 Systems and Methods for Selective Cell	Japan	200968757	7/8/2004	Dennis M. Darcy
	and/or Stack Control in a Flowing				Gary M. Colello
	Electrolyte Battery				

Exhibit C

[Trademarks]

None

- 8 -

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TRADEMARK REEL: 004051 FRAME: 0047

RECORDED: 08/05/2009