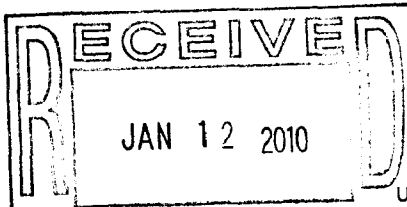


01-14-2010



103586340



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

109)
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Lilliputian Systems, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Massachusetts Development Finance Agency

Internal _____

Address: _____

Street Address: 160 Federal Street

City: Boston

State: Massachusetts

Country: USA Zip: 02110

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other quasi public agency Citizenship Massachusetts

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 13, 2009

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Negative Pledge Agreement

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

A. Trademark Application No.(s)

7895673

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

Word mark "LILLIPUTIAN", standard character mark

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Suzanne D. Wann, Esq.

Internal Address: _____

Street Address: c/o Sherin and Lodgen LLP

101 Federal Street, 30th Floor

City: Boston

State: Massachusetts Zip: 02110

Phone Number: 617-646-2267

Fax Number: 617-646-2222

Email Address: sdwann@sherin.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 01/13/2010 MUELLER 00000056 78953673

Authorized User Name 01 FL:8521

9. Signature:

Suzanne D Wann
Signature

1/11/10

Date

Suzanne D. Wann

Name of Person Signing

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

11

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

TRADEMARK

REEL: 004131 FRAME: 0943

1-12-10

NEGATIVE PLEDGE AGREEMENT

This Negative Pledge Agreement is made as of November 13, 2009, by and between LILLIPUTIAN SYSTEMS, INC., a Delaware corporation with a principal office at 36 Jonspin Road, Wilmington, Massachusetts 01887 ("Borrower") 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, with its principal offices at 160 Federal Street, Boston, Massachusetts 02110 ("Lender").

RECITALS

A. 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 Lender (the "Note"). Capitalized terms not defined in this Negative Pledge Agreement shall have the same meaning given to them in the Note or in that certain Security Agreement by and between the parties of even date herewith (the "Security Agreement").

B. 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");

(b) Any and all mask works and 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 held by Borrower and 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 with Lender's prior written consent, which may be granted or withheld in Lender's sole discretion, reasonably exercised, 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, (ii) Borrower may grant any license of Intellectual Property with prior written notice to Lender, (iii) Borrower may use the Intellectual Property to obtain additional financing with Lender's prior written consent, which may be granted or withheld in Lender's sole discretion, reasonably exercised, and (iv) no consent shall be required for non-exclusive licenses granted in the ordinary course of business (a) to a manufacturer for the manufacture of Borrower's products on behalf of Borrower, (b) to OEMs who are manufacturing or integrating the Borrower's products into the OEM's products,

(c) for testing or evaluating Borrower's products, (d) to contractors or consultants to perform services for Borrower, or (e) to use products of Borrower purchased from Borrower or a distributor or OEM of Borrower (collectively, the "Permitted Licenses").

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 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 all of the Intellectual Property, free and clear of all liens, security interests, and other encumbrances (other than restrictions and limitations set forth in any applicable agreement relating to Permitted Licenses), 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 Lender to enforce Lender's rights hereunder and under the Note and Security Agreement. Lender shall have the right, from time to time, to file assignment documents with the United States Patent and Trademark Office as Lender deems necessary or advisable and to include in such documents all information regarding Borrower as Lender deems necessary or advisable for the purpose of protecting and perfecting Lender's 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 Lender and its 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 Lender unless it is in writing and signed by 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 Lender's rights and obligations under the Note and Security Agreement will succeed to 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]

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

BORROWER:

LENDER:

LILLIPUTIAN SYSTEMS, INC.

MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY

By: _____

By: Laura L. Canter

Name:

Name:

Laura L. Canter

Title:

Title:

Executive Vice President

Hereunto Duly Authorized

Hereunto Duly Authorized

Finance Programs

[Acknowledgements Appear on Following Page]

COMMONWEALTH OF MASSACHUSETTS

_____, SS

On this ____ day of _____, 2009, before me, the undersigned notary public, personally appeared _____, _____ of Lilliputian Systems, Inc., a Delaware corporation, 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 Lilliputian Systems, Inc.

Notary Public

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

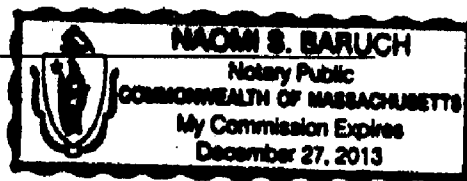
Suffolk, SS

On this 10th day of November, 2009, before me, the undersigned notary public, personally appeared Laura L. Cauder, EVP, Finance Programs of Massachusetts Development Finance Agency, proved to me through satisfactory evidence of identification, which were personal knowledge, 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 EVP, Finance Programs of Massachusetts Development Finance Agency.

Naomi S. Baruch

Notary Public

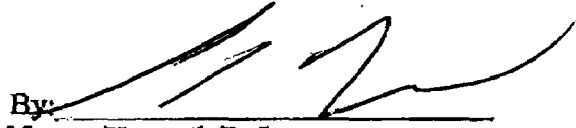
My commission expires: _____



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

BORROWER:

LILLIPUTIAN SYSTEMS, INC.

By: 

Name: Kenneth B. Lazarus
Title: President and Chief Executive Officer
Hereunto Duly Authorized

LENDER:

MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY

By: _____

Name:
Title:
Hereunto Duly Authorized

[Acknowledgements Appear on Following Page]

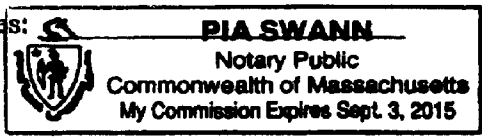
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX ss

On this 18 day of NOV, 2009, before me, the undersigned notary public, personally appeared KENNETH B LAZARUS of Lilliputian Systems, Inc., a Delaware corporation, proved to me through satisfactory evidence of identification, which were MADL, 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 CEO of Lilliputian Systems, Inc.



Notary Public
My commission expires:



COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ day of _____, 2009, 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: _____

Exhibit A
[Copyrights]

Exhibit B

[Patents]

<u>PAT. No.</u>	<u>Title</u>
7,517,603	Stressed thin-film membrane islands

<u>Pat. App. No.</u>	<u>Title</u>
12/397,764	Stressed thin-film membrane islands

<u>Pat. App. Publication No.</u>	<u>Title</u>
20090035633	Chemically sintered composite electrodes and manufacturing processes
20080090114	Systems and methods for processing fuel for fuel cells
20080193816	Fuel cell with substrate-patterned lower electrode
20070259242	Systems and methods for stacking fuel cells
20060263665	Fuel cell apparatus and methods
20060263655	Fuel cell apparatus and methods
20060246333	Fuel cell apparatus and methods

Exhibit C
[Trademarks]

LILLIPUTIAN

Word Mark	LILLIPUTIAN
Goods and Services	IC 009. US 021 023 026 036 038. G & S: Batteries; fuel cells; membrane electrode assemblies, commonly known as MEAs, comprised of electrolyte film and electrodes for the generation of electric power; electrodes; power cells
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	78953673
Filing Date	August 16, 2006
Current Filing Basis	1B
Original Filing Basis	1B
Published for Opposition	October 16, 2007
Owner	(APPLICANT) LILLIPUTIAN SYSTEMS, INC. CORPORATION DELAWARE 36 Jonspin Road Wilmington MASSACHUSETTS 01887