

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Infinite Power Solutions, Inc.		01/29/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Laminar Direct Capital, L.L.C., as collateral agent
Street Address:	20400 Stevens Creek Boulevard
Internal Address:	Suite 850
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95014
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3229169	INFINITE POWER SOLUTIONS
Registration Number:	3422762	INFINITE POWER SOLUTIONS
Registration Number:	3440324	
Registration Number:	3440294	LITE STAR
Registration Number:	3640515	MEC
Serial Number:	77707675	THINMOUSE
Serial Number:	77875334	CURIOSLY POWERFUL
Serial Number:	77875327	THINCAP
Serial Number:	77853350	APPLYING MOORE'S LAW TO SOLID-STATE, RECHARGEABLE BATTERIES
Serial Number:	77853345	APPLYING MOORE'S LAW TO ENERGY STORAGE
Serial Number:	77853337	APPLYING MOORE'S LAW TO ENERGY STORAGE DEVICES
Serial Number:	77548202	INFINERGY
Serial Number:	77592673	PPMU

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900153782

**TRADEMARK
 REEL: 004142 FRAME: 0224**

Serial Number:	77548223	THINERGY
Serial Number:	77723316	MEC-PAC
Serial Number:	77686249	JOULESTOR

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (213) 430-8308
Email: sgordon@omm.com
Correspondent Name: Shari Gordon
Address Line 1: 400 S. Hope Street
Address Line 2: 18th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:	193,993-18
NAME OF SUBMITTER:	Shari L. Gordon
Signature:	/Shari L. Gordon/
Date:	02/02/2010

Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

January 29, 2010

WHEREAS, Infinite Power Solutions, Inc., a Delaware corporation (the “**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, the Grantor has entered into that certain Convertible Secured Promissory Note and Warrant Purchase Agreement, dated as of January 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) with the investors named therein (collectively, together with their respective successors and assigns party to the Purchase Agreement from time to time, the “**Investors**”) pursuant to which the Investors have made certain commitments and loans to the Grantor, subject to the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, pursuant to the terms of that certain Security and Collateral Agent Agreement, dated as of January 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among the Grantor, Laminar Direct Capital, L.L.C., as collateral agent for the Investors (in such capacity, the “**Collateral Agent**”), and the Investors, the Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Collateral Agent pursuant to the Security Agreement, the Grantor hereby grants to the Collateral Agent a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of the Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

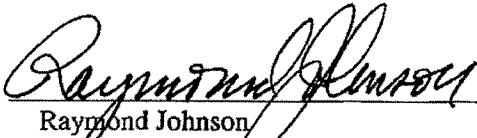
Notwithstanding the foregoing, the Trademark Collateral shall not include (i) any “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office, or otherwise or (ii) any general intangibles or other assets of the Grantor (whether owned or held as licensee or lessee, or otherwise), to the extent that (i) such general intangibles or assets are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the foregoing grant of security interest shall extend to, and the term “Trademark Collateral” shall include, (A) any general intangible or asset which is an account receivable or a proceed of, or otherwise related to the enforcement or collection of, any account receivable, or goods that are the subject of any account receivable; (B) any and all proceeds of any general intangibles or assets that are otherwise excluded to the extent that the assignment or encumbrance of such proceeds is not so restricted; and (C) upon obtaining the consent of any such licensor, lessor or other applicable party’s consent with respect to any such otherwise excluded general intangibles or assets, such general intangibles and assets as well as any and all proceeds thereof that might have theretofore have been excluded from such grant of a security interest and the term “Trademark Collateral.”

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

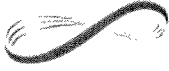
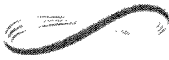
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IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

INFINITE POWER SOLUTIONS, INC.

By: 
Raymond Johnson
President and Chief Executive Officer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Trademark	Country	Application Registration	Status
INFINITE POWER SOLUTIONS	U.S.	Reg. No. 3,229,169	Registered.
INFINITE POWER SOLUTIONS & LOGO  Infinite Power Solutions	U.S.	Reg. No. 3,422,762	Registered.
LOGO 	U.S.	Reg. No. 3,440,324	Registered.
LITE★STAR	U.S.	Reg. No. 3,440,294	Registered.
MEC	U.S.	Reg. No. 3,640,515	Registered.
THINMOUSE	U.S.	Serial No. 77/707,675	Pending.
CURIOSLY POWERFUL	U.S.	Serial No. 77/875,334	Pending.
THINCAP	U.S.	Serial No. 77/875,327	Pending.
APPLYING MOORE'S LAW TO SOLID-STATE, RECHARGEABLE BATTERIES	U.S.	Serial No. 77/853,350	Pending.
APPLYING MOORE'S LAW TO ENERGY STORAGE	U.S.	Serial No. 77/853,345	Pending.
APPLYING MOORE'S LAW TO ENERGY STORAGE DEVICES	U.S.	Serial No. 77/853,337	Pending.
INFINERGY	U.S.	Serial No. 77/548,202	Pending.
PPMU	U.S.	Serial No. 77/592,673	Pending.
THINERGY	U.S.	Serial No. 77/548,223	Pending.
MEC-PAC	U.S.	Serial No. 77/723,316	Pending.
JOULESTOR	U.S.	Serial No. 77/686,249	Pending.