

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ReliOn, Inc.		08/02/2010	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3438505	MODULAR FUEL CELL TECHNOLOGY
Registration Number:	3387656	RELION
Registration Number:	3320345	T-2000
Registration Number:	3160293	T-1000
Registration Number:	3012279	I-1000
Registration Number:	2974488	RELION
Registration Number:	2722895	MODULAR CARTRIDGE TECHNOLOGY
Registration Number:	2683255	MODULAR CARTRIDGE TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 734-761-3780
 Email: asujek@bodmanllp.com
 Correspondent Name: Angela Alvarez Sujek - Bodman LLP

900169782

**TRADEMARK
 REEL: 004263 FRAME: 0629**

OP \$215.00 3438505

Address Line 1: 201 South Division, Ste 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	08/19/2010

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 2, 2010 by and between COMERICA BANK ("Bank") and RELION, INC., a Washington corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date herewith (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.

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 and Trademarks listed on Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder of Page Intentionally Left Blank]

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.

Address of Grantor:

15913 E. Euclid Ave.
Spokane, WA 99216

Attn: James Baunkor

Address of Bank:

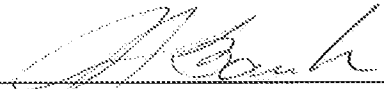
Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

With a copy to:

Comerica Bank
11943 El Camino Real, Suite 110B
San Diego, CA 92130
Attn: Linda S. Le Beau

GRANTOR:


RELION, INC.

By: 

Title: VP/CEO

BANK:

COMERICA BANK

By: 

Title: VP

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
Fuel cellpower systems and methods of controlling a fuel cell power system	09/322666	5/28/99	6,387,556	5/14/02
Fuel cell and method for controlling same	10/014033	10/19/01	RE39556	4/10/07
Apparatus and method for controlling a fuel cell using the rate of voltage recovery	11/207123	8/17/05	7,722,972	5/25/10
Fuel having metalized gas diffusion layer	10/431870	5/7/03	7,056,613	6/6/06
Current collector for use in a fuel cell	10/367985	2/14/03	7,056,608	6/6/06
Method and apparatus for monitoring equivalent series resistance and for shunting a fuel cell	10/428455	5/2/03	7,049,017	5/23/06
Method and apparatus for monitoring equivalent series resistance and for shunting a fuel cell	10/431158	5/6/03	6,982,129	1/3/06
Air cooled fuel cell module	10/425822	4/28/03	6,939,636	9/6/05
Fuel cell power systems and methods of operating fuel cell power systems	09/987225	11/14/01	6,858,335	2/22/05
Fuel cell	10/269600	10/10/02	6,828,050	12/7/04
Method and apparatus for monitoring equivalent series resistance and for shunting a fuel cell	10/431069	5/6/03	6,811,906	11/2/04
Battery charger	10/371855	2/20/03	6,806,678	10/19/04
Method and apparatus for monitoring equivalent series resistance and for shunting a fuel cell	10/430928	5/6/03	6,805,987	10/19/04

Title	App. No.	Filing Date	Reg. No.	Date Granted
Fuel cell power system and method of controlling a fuel cell power system	10/830929	4/22/04	7,326,480	2/5/08
Fuel cell power systems and methods of controlling a fuel cell power system	09/990318	11/23/01	6,773,839	8/10/04
Method for delivering a gas	10/321098	12/16/02	6,745,799	6/8/04
Fuel cell power system and method of controlling a fuel cell power system	09/916791	7/26/01	6,743,536	6/1/04
Fuel cell having metalized gas diffusion layer	10/033599	12/27/01	6,716,549	4/6/04
Reconfigurable plural DC power source power system responsive to changes in the load or the plural DC power sources	10/017887	12/14/01	6,703,722	3/9/04
Power tap device, fuel cell stack, and method of dividing a fuel cell stack	09/986806	11/13/01	6,703,155	3/9/04
Fuel cell power system performing AC inversion, method of distributing AC power, and method of operating a fuel cell power system	09/864409	5/23/01	6,630,259	10/7/03
Method and apparatus for monitoring equivalent series resistance and for shunting a fuel cell	10/056543	1/23/02	6,620,538	9/16/03
Method of compensating a MOS gas sensor, method of manufacturing a MOS gas sensor, MOS gas sensor, and fuel cell	10/187707	7/1/02	6,550,304	4/22/03
Method of compensating a MOS gas sensor, method of manufacturing a MOS gas sensor, MOS gas sensor, and fuel cell system	09/916850	7/26/01	6,532,792	3/18/03

Title	App. No.	Filing Date	Reg. No.	Date Granted
Fuel cell power system, method of distributing power, and method of operating a fuel cell power system	09/864526	5/23/01	6,497,974	12/24/02
Ion exchange membrane fuel cell	09/577407	5/17/00	6,468,682	10/22/02
Method for quickly rendering a MOS gas sensor operational, MOS gas sensor system, and fuel cell system	09/854056	5/11/01	6,467,334	10/22/02
Fuel cell power systems, direct current voltage converters, fuel cell power generation methods, power conditioning methods and direct current power conditioning methods	09/544781	4/7/00	6,428,918	8/6/02
Method for forming a membrane electrode diffusion assembly for use in an ion exchange membrane fuel cell	09/792085	2/23/01	6,383,556	5/7/02
Proton exchange membrane fuel cell power system	09/470321	12/21/99	6,218,035	4/17/01
Fuel cell and method for controlling same	09/108667	7/1/98	6,096,449	8/1/00
Proton exchange membrane fuel power system	08/979853	11/20/97	6,030,718	2/29/00
Direct liquid fuel cell	11/978124	10/25/07	n/a	n/a
Proton exchange membrane fuel cell	11/811624	6/11/07	n/a	n/a
Air cooled fuel cell module	10/425822	4/28/03	n/a	n/a

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
MODULAR FUEL CELL TECHNOLOGY	77/187638	5/22/07	3,438,505	5/27/08
RELION	77/063296	12/13/06	3,387,656	2/26/08
T-2000	78/688988	8/9/05	3,320,345	10/23/07
T-1000	78/516289	11/12/04	3,160,293	10/17/06
I-1000	78/428557	6/2/04	3,012,279	11/1/05
RELION (and Design)	78/363156	2/5/04	2,974,488	7/19/05
MODULAR CARTRIDGE TECHNOLOGY	78/159200	8/29/02	2,722,895	6/3/03
MODULAR CARTRIDGE TECHNOLOGY (and Design)	76/387939	3/27/02	2,683,255	2/4/03