

## 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.

<p><b>1. Name of conveying party(ies):</b>                  Clipper Windpower, Inc.</p> <p> <input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes                  Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>United Technologies Corporation</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>One Financial Plaza</u></p> <p>City: <u>Hartford</u></p> <p>State: <u>Connecticut</u></p> <p>Country: <u>USA</u>      Zip: <u>06101</u></p> <p> <input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input checked="" type="checkbox"/> Corporation      Citizenship <u>Delaware</u>  <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance / Execution Date(s) :</b></p> <p>Execution Date(s) <u>October 17, 2010</u></p> <p> <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s)                  See attached Schedule III.</p> <p>B. Trademark Registration No.(s)                  See attached Schedule III.</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b>                  See attached Schedule III.</p>	
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>CT Lien Solutions</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>182 Wolf Rd Ste 101</u></p> <p>City: <u>Albany</u></p> <p>State: <u>NY</u>      Zip: <u>12205</u></p> <p>Phone Number: <u>800-342-3676</u></p> <p>Fax Number: <u>800-962-7049</u></p> <p>Email Address: _____</p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">15</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$390--</b></p> <p> <input checked="" type="checkbox"/> Authorized to be charged by credit card  <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p>
<p><b>9. Signature:</b> <u><i>Yahayra Reyes</i></u>      November 29, 2010</p> <p style="text-align: center;">Signature      Date</p> <p style="text-align: center;">Yahayra Reyes</p> <p style="text-align: center;">Name of Person Signing</p>	<p><b>8. Payment Information:</b></p> <p>a. Credit Card      Last 4 Numbers <u>5683</u>                  Expiration Date <u>10/12</u></p> <p>b. Deposit Account Number _____</p> <p>Authorized User Name _____</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">11</span></p>






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 22319-1450

OP \$390.00 7774212

**SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

(A) REGISTERED TRADEMARKS

Grantor	Title	App No.	Date	Reg No.	Date	Country
Clipper Windpower, Inc.	Clipper™	77/742,122	05/21/09			US
Clipper Windpower, Inc.	Clipper®	75/443,869	03/03/98	2639936	10/22/02	US
Clipper Windpower, Inc.	 ™	77/742,164	05/21/09			US
Clipper Windpower, Inc.	 ®	78/197,716	12/24/02	2961951	06/14/05	US
Clipper Windpower, Inc.	Liberty™	77/707,743	04/06/09			US
Clipper Windpower, Inc.	Liberty®	78/405,245	04/20/04	3319478	10/23/07	US
Clipper Windpower, Inc.	MEGAFLUX™	77/707,843	04/06/09			US
Clipper Windpower, Inc.	MEGAFLUX®	78/612,146	04/19/05	3345257	11/27/07	US
Clipper Windpower, Inc.		77/707,914	04/06/09			US
Clipper Windpower, Inc.	Quantum Drive™	77/707,962	04/06/09			US
Clipper Windpower, Inc.	Quantum Drive®	78/389,404	03/23/04	3373766	01/22/08	US
Clipper Windpower, Inc.	 ™	77/708,459	04/07/09			US
Clipper Windpower, Inc.	 ™	77/301,027	10/10/07			US
Clipper Windpower, Inc.	Tower Jax™	77/708,555	04/07/09			US
Clipper Windpower, Inc.	Tower Jax™	77/422,922	03/14/08			US

## SECOND INTELLECTUAL PROPERTY SECURITY AGREEMENT

SECOND INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 17, 2010, by and among CLIPPER WINDPOWER, INC., a Delaware corporation (the "Grantor"), and UNITED TECHNOLOGIES CORPORATION, as Grantee (the "Grantee").

### RECITALS:

- (A) The Grantor and the Grantee are parties to a Credit Agreement dated as of October 17, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").
- (B) To secure its obligations under the Credit Agreement, the Grantor entered into the Second Pledge and Security Agreement dated as of October 17, 2010 in favor of the Grantee (as it may from time to time be further amended, modified or supplemented, the "Pledge and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

#### Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Grantee a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means the Grantor's right, title and interest in, to and under:

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**Section 3        Separate and Distinct Grants of Security**

Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Grantee acknowledge and agree that the Security Interest granted pursuant to this Agreement to the Grantee to secure the Secured Obligations, will be a "first" priority security interest in the Collateral, junior to no other security interest other than Permitted Liens.

**Section 4        Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property if the grant of such Security Interest constitutes or results in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

**Section 5        Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

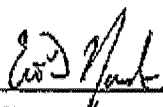
**Section 6        Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

CLIPPER WINDPOWER, INC., as Grantor

By:   
Name:  
Title: **Eric D. Novak**  
**General Counsel & Secretary**

ACCEPTED AND AGREED:

UNITED TECHNOLOGIES CORPORATION, as Grantee

By: \_\_\_\_\_  
Name:  
Title:


IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

CLIPPER WINDPOWER, INC., as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED:

UNITED TECHNOLOGIES CORPORATION, as Grantee

By:   
Name: Ronald E. Bruenlman  
Title: VP, Business Development

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

Grantor	Title	Reg. No.	Date
Clipper Windpower, Inc.	None	None	None

(B) COPYRIGHT APPLICATIONS

Grantor	Title	Appln. No.	Date
Clipper Windpower, Inc.	None	None	None

(C) COPYRIGHT LICENSES

Grantor	Copyright(s) Licensed	Name of Agreement	Parties	Date
Clipper Windpower, Inc.	None	None	None	None

**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PATENT REGISTRATIONS**

(A) REGISTERED PATENTS

Patents

Grantor	Title	App No.	Date	Patent No.	Date	Country
Clipper Windpower, Inc.	Distributed Powertrain For High Torque, Low Electric Power Generator	09/552,577	04/19/00	US6304002	10/16/01	US
Clipper Windpower, Inc.	Distributed Generation Drivetrain (DGD) Controller For Application To Wind Turbine And Ocean Current Turbine Generators	09/920,247	07/31/01	US6653744	11/25/03	US
Clipper Windpower, Inc.	Extendable Rotor Blades For Power Generating Wind And Ocean Current Turbines And Means For Operating Below Set Rotor Torque Limits	10/039,825	10/25/01	US6726439	04/27/04	US
Clipper Windpower, Inc.	Generator Stator Voltage Control Through DC Chopper	10/359,874	02/07/03	US6933705	08/23/05	US
Clipper Windpower, Inc.	Mechanism For Extendable Rotor Blades For Power Generating Wind And Ocean Current Turbines And Means For Counter-Balancing The Extendable Rotor Blade	10/342,910	01/15/03	US6923622	08/02/05	US
Clipper Windpower, Inc.	Distributed Powertrain That Increases Electric Power Generator Density	10/213,764	08/07/02	US6731017	05/04/04	US
Clipper Windpower, Inc.	Method Of Controlling Electrical Rotating Machines Connected To A Common Shaft	10/224,108	08/20/02	US7002259	02/21/06	US
Clipper Windpower, Inc.	Self-Erecting Tower And Method For Raising The Tower	10/644,419	08/19/03	US6955025	10/18/05	US
Clipper Windpower, Inc.	Extendable Rotor Blades For Power Generating Wind And Ocean Current	11/066,758	02/25/05	US7582977	09/01/09	US



	Turbines Within A Module Mounted Atop A Main Blade					
Clipper Windpower, Inc.	Distributed Static Var Compensation (DSVC) System For Wind And Water Turbine Applications	10/426,287	04/30/03	US7095597	08/22/06	US
Clipper Windpower, Inc.	Variable Speed Distributed Drive Train Wind Turbine System	10/773,851	02/04/04	US7042110	05/09/06	US
Clipper Windpower, Inc.	Servo-Controlled Extender Mechanism For Extendable Rotor Blades For Power Generating Wind And Ocean Current Turbines	11/084,640	03/18/05	US7581926	09/01/09	US
Clipper Windpower, Inc.	Distributed Power Train (DGD) With Multiple Power Paths	10/449,342	05/31/03	US7069802	07/04/06	US
Clipper Windpower, Inc.	Generator With Utility Fault Ride-Through Capability	10/981,364	11/03/04	US7233129	06/19/07	US
Clipper Windpower, Inc.	Generator With Utility Fault Ride-Through Capability	11/729,195	03/27/07	US7339355	03/04/08	US
Clipper Windpower, Inc.	Wind Turbine Generator Apparatus With Utility Fault Ride-Through Capability	11/729,196	03/27/07	US7432686	10/07/08	US
Clipper Windpower, Inc.	Power System With Low Voltage Ride-Through Capability	11/729,399	03/27/07	US7535120	05/19/09	US
Clipper Windpower, Inc.	Wind Flow Estimation And Tracking Using Tower Dynamics	11/128,030	05/10/05	US7317260	01/08/08	US
Clipper Windpower, Inc.	Electric Generator For Wind And Water Turbines	12/096,087	03/30/06	US7719129	05/18/10	US
Clipper Windpower, Inc.	Tension Wheel In A Rotor System For Wind And Water Turbines	11/885,481	08/30/07			US
Clipper Windpower, Inc.	Wind Turbine Nacelle With Integral Service Crane For Accessing Turbine Components	11/885,778	09/05/07			US
Clipper Windpower, Inc.	Thermal Management System For Wind Turbine	12/282,084	09/08/08			US
Clipper Windpower, Inc.	Retractable Rotor Blade Structure	12/373,222	06/24/09			US

Clipper Windpower, Inc.	Wind Turbine With Blade Pitch Control To Compensate For Wind Shear And Wind Misalignment	12/443,916	04/01/09			US
Clipper Windpower, Inc.	Wind Turbine Damping Of Tower Resonant Motion And Symmetric Blade Motion Using Estimation Methods	12/517,411	06/03/09			US
Clipper Windpower, Inc.	Safety Plug For Sealing Busbar End Connections	12/668,287	01/10/10			US
Clipper Windpower, Inc.	Retractable Blade Structure With A Split Trailing Edge	12/745,132	05/27/10			US
Clipper Windpower, Inc.	Flexible Pin For Helical Gears	12/352,880	01/13/09			US
Clipper Windpower, Inc.	Linear Motor Yaw Drive System And Winding Heating Scheme	61/270,600	07/09/09			US
Clipper Windpower, Inc.	An Electrical Accessory Power Spot Network For Wind Turbine Operations And Redundancy	61/339,331	03/01/10			US
Clipper Windpower, Inc.	System For Determining Wind Turbine Blade Pitch Settings	61/297,972	10/23/09			US
Clipper Windpower, Inc.	Novel Gear Tooth Profile For Wind Turbine	61/283,287	12/01/09			US
Clipper Windpower, Inc.	Wind Turbine Blade Lowering Apparatus	61/283,246	11/30/09			US
Clipper Windpower, Inc.	A Method And Apparatus For Correcting An Airfoil Discontinuity At A Joint Between Airfoil Sections	61/335,138	12/30/09			US
Clipper Windpower, Inc.	Low Cost, High Thermal Conductivity Heat Flux Transporter	61/270,862	07/13/09			US
Clipper Windpower, Inc.	Means Of Improving Gear Tooth Load Distribution	61/283,182	11/28/09			US
Clipper Windpower, Inc.	Removable Gear Shaft Flex-Pin With An Adjustable Feature	61/335,137	12/30/09			US

(C) PATENT LICENSES

Patent Licenses

Grantor	Patent(s) Licensed	Name of Agreement	Parties	Date
Clipper Windpower, Inc.	US6304002	Amended and Restated Patent Purchase Agreement	Dehlsen Associates, LLC	4/22/2002