

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
ICC-NEXERGY, INC.		11/19/2010	CORPORATION: DELAWARE
ELPAC ELECTRONICS, INC.		11/19/2010	CORPORATION: CALIFORNIA
ELPAC CHINA HOLDINGS, INC.		11/19/2010	CORPORATION: CALIFORNIA
NEXERGY, INC.		11/19/2010	CORPORATION: OHIO
NEXERGY PROMARK, LLC		11/19/2010	LIMITED LIABILITY COMPANY: OHIO
NEXERGY TAUBER, LLC		11/19/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
NEXERGY D.C., LLC		11/19/2010	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	RBS CITIZENS, N.A., as Agent
Street Address:	71 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2447599	NEXERGY
Registration Number:	3197756	PORTABLE POWER SOLUTIONS
Registration Number:	1083322	INTERVOX
Registration Number:	1673320	INTERVOX
Registration Number:	2250993	INTERVOX
Registration Number:	2375229	
Registration Number:	3348556	ELPAC POWER SYSTEMS

OP \$215.00 2447599

Registration Number:

2917063

3-STAGE CHARGE INDICATOR FULLY CHARGED
SEMICHARGED CHARGING

CORRESPONDENCE DATA

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

5842.013

NAME OF SUBMITTER:

Nancy Brougher

Signature:

/njb/

Date:

11/22/2010

Total Attachments: 18

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**AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE
MORTGAGE**

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE MORTGAGE (this "Mortgage") is made as of November 19, 2010, by ICC-NEXERGY, INC., a Delaware corporation, ELPAC ELECTRONICS, INC., a California corporation, ELPAC CHINA HOLDINGS, INC., a California corporation, NEXERGY, INC., an Ohio corporation, NEXERGY PROMARK, LLC, an Ohio limited liability company, NEXERGY TAUBER, LLC, a California limited liability company, and NEXERGY D.C., LLC, an Ohio limited liability company (each, a "Mortgagor" and collectively, the "Mortgagors"), in favor of RBS Citizens, N.A., a national banking association, as Agent for the Lenders ("Mortgagee");

WITNESSETH:

WHEREAS, RBS Citizens, N.A., as sole lender (in such capacity, "RBS") and certain other Loan Parties entered into a Loan and Security Agreement dated as of February 29, 2008 (as amended or modified from time to time, the "Original Loan Agreement");

WHEREAS, in order to induce RBS to enter into and extend credit under the Original Loan Agreement and to secure the Liabilities, various Loan Parties entered into a Patent, Trademark and License Mortgage dated as of February 29, 2008 in favor of RBS (the "Original Patent, Trademark and License Mortgage");

WHEREAS, the Mortgagors, Mortgagee and the Lenders are entering into an Amended and Restated Loan and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), which amends and restates the Original Loan Agreement in its entirety, and which provides for (i) the Lenders to extend credit from time to time to or for the account of Mortgagors and (ii) the grant by the Mortgagors to Mortgagee of security interests in certain of Mortgagor's assets, including, without limitation, Mortgagors' patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses, if any;

WHEREAS, in order to secure all of the Liabilities, the Mortgagee has required Mortgagors to execute this Mortgage in favor of Mortgagee.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagors agree as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the Liabilities (including, without limitation, all Hedging Obligations, all Cash Management Obligations and all Letter of Credit Obligations), each Mortgagor hereby collaterally assigns, mortgages, pledges, and creates a security interest in favor of Mortgagee, for the benefit of the Mortgagee and Lenders, as and by way of a first mortgage and security interest having priority over all other security interests, subject only to Permitted Liens, in all of such Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired, if any:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, if any (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively as the "Trademarks");

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between such Mortgagor and any other party, whether such Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and the Mortgagors' rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of such Mortgagor's business connected with and symbolized by the Trademarks; provided, however, that, notwithstanding anything to the contrary contained in the Loan Agreement or Other Agreements (including this Mortgage),

the collateral (and the term "Trademarks") shall not include applications filed with the United States Patent and Trademark Office (the "USPTO") to register trademarks or service marks on the basis of any Mortgagor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the collateral (and the term "Trademarks").

3. Warranties and Representations. Each Mortgagor warrants and represents to Mortgagee that:

(i) as of the date hereof, no material Patent, Trademark or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark or License been canceled, in whole or in part and each such Patent, Trademark and License is presently subsisting;

(ii) as of the date hereof, each material Patent, Trademark and License material to such Mortgagor's business is valid and enforceable in all material respects;

(iii) such Mortgagor (or together with subsidiaries of such Mortgagor which have executed similar grants of security interest to Mortgagee) is the sole and exclusive owner of the entire and unencumbered right, title and interest as they may appear in and to each Patent, Trademark and License, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by such Mortgagor not to sue third persons, except for the lien of this Mortgage, Permitted Liens and the terms of the documents evidencing or creating the Patents, Trademarks and Licenses;

(iv) such Mortgagor has adopted, used and is currently using all of the Trademarks, except where such failure is not reasonably likely to have a Material Adverse Effect;

(v) as of the date hereof, such Mortgagor has no notice of any suits or actions commenced or threatened with reference to any material Patents, Trademarks or Licenses; and

(vi) such Mortgagor has the corporate power and authorization to execute and deliver this Mortgage and perform its terms.

4. Restrictions on Future Agreements. Subject to Section 23 hereof, each Mortgagor agrees that until Payment in Full of the Liabilities, except as set forth in the Loan Agreement, such Mortgagor shall not, without the prior written consent of Mortgagee, except as set forth in the Loan Agreement, sell or assign its interest in, or grant any license or sublicense under the Patents, Trademarks or Licenses, or enter into any other similar agreement with respect to the Patents, Trademarks or Licenses, and such Mortgagor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would otherwise adversely affect the validity of the rights transferred to Mortgagee under this Mortgage.

5. New Patents, Trademarks, and Licenses. Each Mortgagor represents and warrants that, as of the date of this Agreement, (a) the Patents and Trademarks listed on Exhibit A and B, respectively, constitute all of the Patents and Trademarks now owned by the Mortgagor and registered with the USPTO, and (b) the Licenses listed on Exhibit C constitute all of the material Licenses now owned by such Mortgagor other than commercially-available software licenses. If, before Payment in Full of the Liabilities (subject to Section 23 hereof), such Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which such Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents or Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and, in the case of Patents and Trademarks that are registered with the USPTO and material Licenses, such Mortgagor shall give to Mortgagee prompt written notice thereof. Notwithstanding the foregoing, such provisions shall not apply with respect to any rights granted to such Mortgagor under any License by any Person which does not permit the encumbrance of such rights. Each Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6. Term. The term of the mortgages granted herein shall extend until the earlier of (i) Payment in Full of the Liabilities and (ii) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder.

7. Reserved.

8. Mortgagee's Right to Inspection. Subject to the terms and conditions of the Loan Agreement, and subject to Section 23 hereof, Mortgagee shall have the right, at any time and from time to time during normal business hours, upon prior reasonable notice, and prior to Payment in Full of the Liabilities, to inspect each Mortgagor's premises and to examine each Mortgagor's books, records and operations, including, without limitation, each Mortgagor's quality control processes. Each Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of such Mortgagor certifying such Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default and during the continuance thereof, each Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, either in its respective sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Mortgagor under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred and be continuing, each Mortgagee agrees to hold confidential and not disclose or use any information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Mortgage, and the release of the mortgage herein.

9. Release of Mortgage. This Mortgage is made for collateral purposes only. Subject to Section 23 hereof, upon Payment in Full of the Liabilities, Mortgagee shall execute and deliver to Mortgagors all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to release this Mortgage, subject to any disposition of the Patents, Trademarks, and Licenses which may have been made by Mortgagee pursuant to the Loan Documents.

10. Expenses. All reasonable expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagors. All reasonable fees, costs and expense, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses (whether for internal or outside counsel), incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagors on demand by Mortgagee and until so paid shall be added to the amount of the Liabilities and shall bear interest at the rate for Revolving Loans.

11. Duties of Mortgagors. Subject to Section 23 hereof, each Mortgagor shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until Payment in Full of the Liabilities, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, and (iv) to ensure that the Patents, Trademarks and Licenses are and remain enforceable, except where failure to do any of the foregoing could not reasonably be expected to result in a Material Adverse Effect. Any expenses incurred in connection with Mortgagors' obligations under this Section 11 shall be borne by Mortgagors. Each Mortgagor agrees that it shall not abandon any right to a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License, without the prior written consent of Mortgagee, except where consistent with reasonably responsible business and legal practices and except where such failure is not reasonably likely to have a Material Adverse Effect.

12. Mortgagee's Right to Sue. After an Event of Default and during the continuance thereof, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, each Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagors shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between any Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercise on the part of Mortgagee, any right,

power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

15. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any Other Agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Mortgagor hereby irrevocably authorizes Mortgagee upon the occurrence of an Event of Default and during the continuance thereof, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as such Mortgagor's true and lawful attorney-in-fact (but without power to create personal liability for such Mortgagor with third parties) with power to (i) endorse such Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Each Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be valid and irrevocable until Payment in Full of the Liabilities (subject to Section 23 hereof). Each Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreement or the Other Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage, the Loan Agreement and Other Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Illinois.

17. Binding Effect Benefits. This Mortgage shall be binding upon each Mortgagor and each of its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and permitted assigns.

18. Governing Law. This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Illinois.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Each Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

21. Survival of Representations. All representations and warranties of each Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade as set forth in the Loan Agreement on the date of each borrowing under the Loan Agreement.


22. Amendment and Restatement. This Mortgage constitutes an amendment and restatement of the Original Patent, Trademark and License Mortgage. As of the date hereof, the terms and conditions, covenants, agreements, representations and warranties set forth in the Original Patent, Trademark and License Mortgage are hereby replaced and superseded in their entirety by the terms, conditions, covenants, agreements, representations and warranties set forth in this Mortgage. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of Mortgagors evidenced by or arising under or in connection with the Original Patent, Trademark and License Mortgage and the liens and security interests securing such indebtedness and other obligations and liabilities, which shall not in any manner be impaired, limited, terminated, waived or released. Each Mortgagor hereby reaffirms the validity, perfection and priority of the liens and security interests arising under the Original Patent, Trademark and License Mortgage, which liens and security interests remain continuous and shall be governed by the terms of this Mortgage from and following the date hereof.

23. Reinstatement. If at any time all or any part of any payment applied by Mortgagee to any of the Liabilities (including, without limitation, all Hedging Obligations, all Cash Management Obligations and all Letter of Credit Obligations) is or must be rescinded or returned by Mortgagee or any holder of the Liabilities for any reason whatsoever (including as a preference, fraudulent conveyance or otherwise under any insolvency, bankruptcy, reorganization, assignment for the benefit of creditors of any Mortgagor), such Liabilities shall, for the purposes of this Mortgage, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Mortgagee, and this Mortgage shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by Mortgagee had not been made; it being further understood that in the event payment of all or any part of the Liabilities is rescinded or must be restored or returned, all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable


attorneys' fees and disbursements) incurred by Mortgagee or any holder of the Liabilities in defending and enforcing such reinstatement shall be deemed to be included as a part of the Liabilities.

IN WITNESS WHEREOF, each Mortgagor has duly executed this Mortgage in favor of Mortgagee, as of the date first written above.

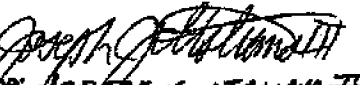
ICC-NEXERGY, INC.,
a Delaware corporation

By: 
Name: JOSEPH J. ITALIANO III
Title: CFO, SECRETARY, TREASURER


ELPAC ELECTRONICS, INC.,
a California corporation

By: 
Name: JOSEPH J. ITALIANO III
Title: CFO, SECRETARY, TREASURER

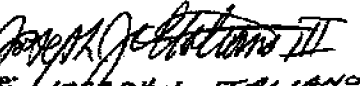
ELPAC CHINA HOLDINGS, INC.,
a California corporation

By: 
Name: JOSEPH J. ITALIANO III
Title: SECRETARY, TREASURER

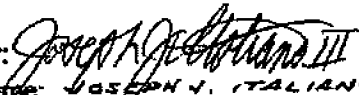
NEXERGY, INC.,
an Ohio corporation

By: 
Name: JOSEPH J. ITALIANO III
Title: VICE-PRESIDENT


NEXERGY PROMARK, LLC,
an Ohio limited liability company

By: 
Name: JOSEPH J. ITALIANO III
Title: VICE-PRESIDENT

NEXERGY TAUBER, LLC,
a California limited liability company

By: 
Name: JOSEPH V. ITALIANO III
Title: VICE PRESIDENT

NEXERGY D.C., LLC,
an Ohio limited liability company

By: 
Name: JOSEPH V. ITALIANO III
Title: VICE PRESIDENT

Agreed and Accepted as of the date first written
above.

RBS CITIZENS, N.A., a national banking
association, as Agent

By:
Name:
Title:

NEXERGY TAUBER, LLC,
a California limited liability company

By:
Name:
Title:

NEXERGY D.C., LLC,
an Ohio limited liability company

By:
Name:
Title:

Agreed and Accepted as of the date first written
above.

RBS CITIZENS, N.A., a national banking
association, as Agent


By: 
Name: *Ronald J. Atkins*
Title: *Senior Vice President*

EXHIBIT A

PATENTS

TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	OWNER
DISCHARGE CIRCUIT	60/642,211 (Provisional application) 11/326,765	1/6/ 2005 1/6/2006	7,710,072	5/4/2010	Nexergy, Inc.
BUTTONLESS BATTERY CHARGER INTERFACE	11/766,031 [Continuation application of App. No. 11/326,765]	6/20/2007	US 2007/0290653	12/20/2007	Nexergy, Inc.
MULTI-BATTERY CHARGER WITH INDIVIDUAL BATTERY BYPASS CONTROL	11/775,030	7/9/2007	US 2009/0015207	1/15/2009	Nexergy, Inc.
ANTI-SWELL PROTECTION CIRCUIT FOR BATTERY CELLS	11/858,791	9/20/2007	US 2009/0079397A1	3/26/2009	Nexergy, Inc.
LOW SIDE N-CHANNEL FET PROTECTION CIRCUIT	11/857,342	9/18/2007	2009/0072790A1	3/19/2009	Nexergy, Inc.
MICROCONTROLLED BATTERY CHARGER	09/089,707	6/3/1998	6,002,237	12/14/1999	ICC-Nexergy, Inc.*
FOLDING BLADE HOUSING	29/092,723	8/25/1998	D428.862	8/1/2000	ICC-Nexergy, Inc.*
BASE FOR CELLULAR PHONE	29/110,192	9/1/1999	D440.215	4/10/2001	ICC-Nexergy, Inc.*
CELLULAR PHONE HOLDER	29/110,231	9/1/1999	D438.536	3/6/2001	ICC-Nexergy, Inc.*

* USPTO filings to be made after closing of the Mergers to identify name change from International Components Corporation to ICC-Nexergy, Inc.

TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	OWNER
MICROCONTROLLED BATTERY CHARGER	08/818,313	3/14/1997	5,764,030	6/9/1998	ICC-Nexergy, Inc. *
LOW COST BATTERY SENSING TECHNIQUE	08/914,303	8/18/1997	5,821,730	10/13/1998	ICC-Nexergy, Inc. *
MICROCONTROLLED BATTERY CHARGER	09/045,381	3/20/1998	5,998,966	12/7/1999	ICC-Nexergy, Inc. *
PROTECTION CIRCUIT FOR TERMINATING TRICKLE CHARGE WHEN THE BATTERY TERMINAL VOLTAGE IS GREATER THAN A PREDETERMINED VALUE	09/748,627	12/22/2000	6,456,046	9/24/2002	ICC-Nexergy, Inc. *
BATTERY CHARGER HOUSING	29/195,426	12/11/2003	D495.656	9/7/2004	ICC-Nexergy, Inc. *
HOUSING FOR CIGARETTE LIGHTER ADAPTER OR ACCESSORY ADAPTER PLUG	10/833,536	4/28/2004	6,984,138	1/10/2006	ICC-Nexergy, Inc. *
BATTERY CHARGE INDICATOR	10/732,942	12/11/2003	20050088146 [Published patent application number ; patent pending]	N/A	ICC-Nexergy, Inc. *
MULTIPLE CELL BATTERY CHARGER CONFIGURED WITH A PARALLEL TOPOLOGY	10/863,920	6/9/2004	20050275373 [Published patent application number ; patent pending]	N/A	ICC-Nexergy, Inc. *
BATTERY CHARGER WITH DUAL USE MICROPROCESSOR	10/897,285	7/22/2004	7,227,337	6/5/2007	ICC-Nexergy, Inc. *
PSEUDO CONSTANT CURRENT MULTIPLE CELL BATTERY CHARGER CONFIGURED WITH A PARALLEL TOPOLOGY	10/897,274	7/22/2004	7,394,225	7/1/2008	ICC-Nexergy, Inc. *

TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	OWNER
PLUG INSERTABLE INTO A VEHICLE CIGARETTE LIGHTER RECEPTACLE AND HAVING ELECTRONIC COMPONENTS AND A PRINTED CIRCUIT BOARD THEREIN	07/618,383	11/27/1990	5,170,067	12/8/1992	ICC-Nexergy, Inc. *
BATTERY CELL SIZE DETECTION METHOD	10/896,654	7/22/2004	7,023,175	4/4/2006	ICC-Nexergy, Inc. *
RAPID CHARGE LITHIUM ION BATTERY CHARGER	11/241,718	9/30/2005	7,626,362	12/1/2009	ICC-Nexergy, Inc. *
RAPID CHARGE LITHIUM ION BATTERY CHARGER	12/566,859	9/25/2009	20100033137 [Published patent application number ; patent pending]	N/A	ICC-Nexergy, Inc. *
RAPID CHARGE LITHIUM ION BATTERY CHARTER	11/836,946	8/10/2007	7,598,709	10/6/2009	ICC-Nexergy, Inc. *
RAPID CHARGE LITHIUM ION BATTERY CHARGER	11/836,961	8/10/2007	7,683,574	3/23/2010	ICC-Nexergy, Inc. *
OVER SPEED CONTROL CIRCUIT FOR A WIND TURBINE GENERATOR WHICH MAXIMIZES THE POWER EXPORTED FROM THE GENERATOR OVER TIME	11/377,251	3/16/2006	7,508,089	3/24/2009	ICC-Nexergy, Inc. *
NOVEL SPEED SENSING CIRCUIT FOR A WIND TURBINE GENERATOR	11/637,336	12/12/2006	7,816,801	10/19/2010	ICC-Nexergy, Inc. *
CURRENT MEASUREMENT DEVICE FOR MEASURING THE ELECTRICAL CURRENT FLOWING IN AN ELECTRICAL CONDUCTOR ELECTRICALLY ISOLATED FROM THE CURRENT MEASURING DEVICE	12/039,312	2/28/2008	20090219009 [Published patent application number ; patent pending]	N/A	ICC-Nexergy, Inc. *
POWER SUPPLY WITH FOLDABLE BLADES	09/143,085	8/28/1998	6,042,400	3/28/2000	ICC-Nexergy, Inc. *

TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	OWNER
ELECTRICAL PLUG HAVING PIVOTABLE BLADE ASSEMBLY	08/963,329	11/03/1997	6,062,880	5/16/2000	ICC-Nexergy, Inc. *

EXHIBIT B

TRADEMARKS, TRADE NAMES AND SERVICE MARKS:

TRADEMARK, TRADE NAME OR SERVICE MARK	SERIAL/REGISTRATION NUMBER	REGISTRATION DATE	REGISTERED TO
Nexergy	2447599	5/1/2001	Nexergy, Inc.
Portable Power Solutions	3197756	1/9/2007	Nexergy, Inc.
Nexergy	1161017 (Ohio)	6/14/2000 (Ohio)	Nexergy, Inc.
Promark Electronics	SM 99570 (Ohio)	Registered (Ohio) 10/2/2007 Renewed: 9/18/2007	Nexergy, Inc.
INDELCO	19901011191 (Colorado)	Registered: 2/27/1990 Renewed	Nexergy, Inc.
Applied Technology Group, Inc.	19941040305 (Colorado)	Effective – trade name registration Formed: 4/ 5/1994	Nexergy, Inc. ¹
ATG, Inc.	19941016694 (Colorado)	Effective – trade name registration Formed: 2/2/1994	Nexergy, Inc. ¹
Intervox	1,083,322	1/24/1978	ICC-Nexergy, Inc.*
Intervox	1,673,320	1/28/1992	ICC-Nexergy, Inc.*
Intervox	2,250,993	6/8/1999	ICC-Nexergy, Inc.*

¹Trade name registered to ElectriTek-AVT, Inc., predecessor to Nexergy, Inc., and not currently used in Borrowers' business.

* USPTO filings to be made after closing of the Mergers to identify name change from International Components Corporation to ICC-Nexergy, Inc.


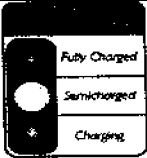
TRADEMARK, TRADE NAME OR SERVICE MARK	SERIAL/REGISTRATION NUMBER	REGISTRATION DATE	REGISTERED TO
	2,375,229	8/8/2000	ICC-Nexergy, Inc. *
Elpac Power Systems	3,348,556	12/4/2007	ICC-Nexergy, Inc. *
	2,917,063	1/11/2005	ICC-Nexergy, Inc. *
International Components Corporation	069931 (Illinois)	2/13/1992	ICC-Nexergy, Inc.

EXHIBIT C

LICENSES

None.