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
POWERGENIX SYSTEMS, INC.		10/31/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	M/C 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85082368	JETFUEL
Registration Number:	3080645	POWERGENIX

CH $65.00 85082368

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1400 POWERGENIX
NAME OF SUBMITTER:	Erin O'Brien

Signature:	/Erin O'Brien/
Date:	10/31/2011

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 31, 2011 by and between **COMERICA BANK** ("**Bank**") and **POWERGENIX SYSTEMS, INC.**, a Delaware 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 as of March 18, 2010 (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). Bank and Borrower propose to enter into a Second Amendment to Loan and Security Agreement dated of even date herewith (the "Amendment"). Bank is willing to enter into the Amendment 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.

B. Pursuant to the terms of the Amendment, 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 Grantor and Bank, 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

GRANTOR:

POWERGENIX SYSTEMS, INC.

By: Dan Spillin

Title: CEO

Address of Grantor:
9820 Towne Centre Dr. #250
San Diego, CA 92121

Attn:

BANK:

COMERICA BANK

By:

Title: Senior Vice President

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Centers

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date

EXHIBIT B

Patents

Description	Patent #	Matter #	Application #	Issued	Filed	Expiration
Method of manufacturing nickel zinc batteries	20048003 0693.3	PWRGP001CN		7 /29/2009	8 /17/2004	8 /17/2024
Method of manufacturing nickel zinc batteries		PWRGP001D1US	12/900,206		10/7 /2010	8 /17/2024
Method of manufacturing nickel zinc batteries	7,833,663	PWRGP001US	10/921,062	11/16/2010	8 /17/2004	8 /17/2024
Method of manufacturing nickel zinc batteries		PWRGP001X1C1	11/978,209		10/26/2007	8/17/2024
Method of manufacturing nickel zinc batteries		PWRGP001X1C2 US	11/978,213		10/26/2007	8 /17/2024
Method of manufacturing nickel zinc batteries		PWRGP001X1CN D1	11/367,028		3 /1 /2006	3 /1 /2026
Neg electrode form for low toxicity zi electrode having additives w/redox potentials neg to zi potential	1340273	PWRGP002DE		5 /13/2009	11/7 /2001	11/7 /2021
Neg electrode form for low toxicity zi electrode having additives w/redox potentials neg to zi potential	1340273	PWRGP002FR		5 /13/2009	11/7 /2001	11/7 /2021
Neg electrode form for low toxicity zi electrode having additives w/redox potentials neg to zi potential	1340273	PWRGP002GB		5 /13/2009	11/7 /2001	11/7 /2021
Neg electrode form for low toxicity zi electrode having additives w/redox potentials neg to zi potential	4605988	PWRGP002JP		10/15/2010	11/7 /2001	11/7 /2021
Neg electrode form for low toxicity zi electrode having additives w/redox potentials neg to zi potential	6,797,433	PWRGP002US	10/429,725	9 /28/2004	5 /6 /2003	11/7 /2021
Charger for rechargeable nickel-zinc battery	6,801,017	PWRGP003US	10/429,692	10/5 /2004	5 /6 /2003	11/7 /2021
Form of zi neg electrode for rechrglb cells having an alkaline electrolyte	7,033,700	PWRGP004C1US	10/980,124	4 /25/2006	11/1 /2004	11/7 /2021
Form of zi neg electrode for rechrglb cells having an alkaline electrolyte	1340272	PWRGP004DE		3 /21/2007	11/7 /2001	11/7 /2021
Form of zi neg electrode for rechrglb cells having an alkaline electrolyte	1340272	PWRGP004FR		3 /21/2007	11/7 /2001	11/7 /2021
Form of zi neg electrode for rechrglb cells having an alkaline electrolyte	1340272	PWRGP004GB		3 /21/2007	11/7 /2001	11/7 /2021
Form of zi neg electrode for rechrglb cells having an alkaline electrolyte	6,811,926	PWRGP004US	10/429,693	11/2 /2004	5 /6 /2003	11/7 /2021
Pos & neg interactive electrode form for a zi-containing cell having an alkaline electrolyte	1340283	PWRGP005DE		10/20/2010	11/7 /2001	11/7 /2021
Pos & neg interactive electrode form for a zi-containing cell having an alkaline electrolyte	1340283	PWRGP005FR		10/20/2010	11/7 /2001	11/7 /2021
Pos & neg interactive electrode form for a zi-containing cell having an alkaline electrolyte	1340283	PWRGP005GB		10/20/2010	11/7 /2001	11/7 /2021
Pos & neg interactive electrode form for a zi-	4605989	PWRGP005JP		10/15/2010	11/7 /2001	11/7 /2021

Description	Patent #	Matter #	Application #	Issued	Filed	Expiration
containing cell having an alkaline electrolyte						
Pos & neg interactive electrode form for a zi-containing cell having an alkaline electrolyte	6,787,265	PWRGP005US	10/429,711	9 /7 /2004	5 /6 /2003	11/7 /2021
Cobalt containing positive electrode formulation for a nickel-zinc cell	7,829,221	PWRGP005X1US	10/889,593	11/9 /2010	7 /26/2004	11/7 /2021
Neg electrode formula for a low toxicity zi electrode having additives w/redox poten pos to zi potential	4388276	PWRGP006JP		10/9 /2009	11/7 /2001	11/7 /2021
Neg electrode formula for a low toxicity zi electrode having additives w/redox poten pos to zi potential	6,835,499	PWRGP006US	10/429,712	12/28/2004	5 /6 /2003	11/7 /2021
Leak proof pressure relief valve for secondary batteries	6,949,310	PWRGP007US	10/098,193	9 /27/2005	3 /15/2002	3 /15/2022
Alkaline cells having positive nickel hydroxide electrodes with fluoride salt additives	6,790,559	PWRGP008US	10/098,194	9 /14/2004	3 /15/2002	3 /15/2022
Alkaline cells having low toxicity rechargeable zinc electrodes	RE40,727	PWRGP009R1US	11/598,153	11/16/2004	11/9 /2006	3 /15/2022
Alkaline cells having low toxicity rechargeable zinc electrodes	6,818,350	PWRGP009US	10/098,195	11/16/2004	3 /15/2002	3 /15/2022
Methods for production of zinc oxide electrodes for alkaline batteries	7,816,035	PWRGP010D1US	11/820,813	10/19/2010	6 /20/2007	3 /15/2022
Methods for production of zinc oxide electrodes for alkaline batteries	7,255,720	PWRGP010US	10/471,485	8 /14/2007	9 /11/2003	3 /15/2022
Process and apparatus for charging a battery	5,621,297	PWRGP019C1US	08/188,444	4 /15/1997	1 /28/1994	4 /15/2014
Apparatus for charging alkaline zinc-manganese dioxide cells	5,291,116	PWRGP019X1US	07/950,066	3 /1 /1994	9 /23/1992	1 /27/2012
Battery charger for charging alkaline zine/mananese dioxide cells	5,493,196	PWRGP019X2US	08/027,386	2 /20/1996	3 /8 /1993	2 /20/2013
Nicd/nimh battery charger	5,523,668	PWRGP020US	08/228,393	6 /4 /1996	4 /15/1994	4 /15/2014
Magnetically balanced multi-output battery charging system	5,646,504	PWRGP021US	08/228,341	7 /8 /1997	4 /15/1994	7 /8 /2014
Integral battery electrode structure for lead/acid batteries	5,411,821	PWRGP022US	08/074,361	5 /2 /1995	6 /10/1993	6 /10/2013
Methods for fabricating battery plates for lead/acid batteries	5,379,502	PWRGP023US	08/074,358	1 /10/1995	6 /10/1993	6 /10/2013
Cored battery plates for lead/acid batteries	5,544,681	PWRGP024D1US	08/252,644	8 /13/1996	6 /1 /1994	8 /13/2013
Cored battery plates for lead/acid batteries	5,339,873	PWRGP024US	08/074,363	8 /23/1994	6 /10/1993	6 /10/2013
Compound battery charging system	5,629,601	PWRGP025US	08/228,874	5 /13/1997	4 /18/1994	5 /13/2014
Nickel zinc battery design		PWRGP030US	11/116,113		4 /26/2005	4 /26/2025
Nickel zinc battery design	1878072	PWRGP030X1EP		7 /27/2011	4 /25/2006	4 /25/2026
Electrolyte composition for nickel- zinc batteries	7,816,030	PWRGP031C1US	12/476,166	10/19/2010	6 /1 /2009	11/7 /2021
Electrolyte composition for nickel- zinc batteries	20071009 2303.0	PWRGP031CN		12/8 /2010	1 /31/2007	1 /31/2027
Electrolyte composition for nickel- zinc batteries	1819002	PWRGP031DE		7 /29/2009	1 /31/2007	1 /31/2027

Description	Patent #	Matter #	Application #	Issued	Filed	Expiration
Electrolyte composition for nickel- zinc batteries	1819002	PWRGP031FR		7 /29/2009	1 /31/2007	1 /31/2027
Electrolyte composition for nickel- zinc batteries	1819002	PWRGP031GB		7 /29/2009	1 /31/2007	1 /31/2027
Electrolyte composition for nickel- zinc batteries	7,550,230	PWRGP031US	11/346,861	6 /23/2009	2 /1 /2006	11/7 /2021
Metallic zinc-based current collector		PWRGP033US	12/523,529		7 /16/2009	2 /8 /2028
Tin and tin-zinc plated substrates to improve ni-zn cell performance		PWRGP034D1US	13/069,879		3 /23/2011	10/5 /2027
Tin and tin-zinc plated substrates to improve ni-zn cell performance	7,931,988	PWRGP034US	11/868,337	4 /26/2011	10/5 /2007	10/5 /2027
Pasted nickel hydroxide electrode for rechargeable nickel-zinc batteries		PWRGP035US	12/365,358		2 /4 /2009	2 /4 /2029
Nickel hydroxide electrode for rechargeable batteries		PWRGP035X1US	12/432,639		4 /29/2009	2 /4 /2029
Cylindrical nickel-zinc cell with negative can		PWRGP036US	12/411,282		3 /25/2009	4 /26/2025
Cylindrical nickel-zinc cell with positive can		PWRGP041US	12/903,004		10/12/2010	10/12/2030
Pasted zinc electrode for rechargeable nickel-zinc batteries		PWRGP037US	12/467,993		5 /18/2009	5 /18/2029
Carbon fiber zinc negative electrode		PWRGP039US	12/852,345		8 /6 /2010	8 /6 /2030
Heat sealing separators for nickel-zinc cells		PWRGP040US	12/877,841		9 /8 /2010	9 /8 /2030

EXHIBIT C

Trademarks

Description	Registration/Application Number	Registration/Application Date
JETFUEL	85/082,368	07/12/10
POWERGENIX	3,080,645	04/11/06