

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
TAS Energy Inc.		05/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	230 Monroe Street		
Internal Address:	Suite 720		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3179559	TAS	
Registration Number:	4081994	TAS RENEWABLE ENERGY SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	190757		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

CH \$65.00 3179559

TRADEMARK

Date:

05/03/2012

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 1, 2012 by and between **SILICON VALLEY BANK**, a California corporation with a loan production office located at 230 Monroe Street, Suite 720, Chicago, Illinois 60606 ("**Bank**"), and **TAS ENERGY, INC.**, a Delaware corporation with offices located at 6110 Cullen Blvd., Houston, Texas 77021 ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in, among other documents that certain Loan and Security Agreement (Domestic) by and between Bank and Grantor dated as of the date hereof (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 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, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

A. To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

B. 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.

[Signature page follows.]


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:

Address of Grantor:

TAS Energy Inc.
6110 Cullen Blvd.
Houston, Texas 77021
Attn: Michael Brady
Fax: 713.440.8892
Email: mbrady@tas.com

TAS ENERGY INC.

By: 
Name: Michael Brady
Title: President

BANK:

Address of Bank:

230 West Monroe Street, Suite 720
Chicago, Illinois 60606
Attn: Mr. Kurt Nichols
Fax: (312) 704-1532
Email: knichols@svb.com

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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:

Address of Grantor:

TAS ENERGY, INC.

TAS Energy, Inc.
6110 Cullen Blvd.
Houston, Texas 77021

Attn: [_____]
Fax: [_____]
Email: [_____]

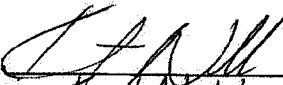
By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

230 West Monroe Street, Suite 720
Chicago, Illinois 60606
Attn: Mr. Kurt Nichols
Fax: (312) 704-1532
Email: knichols@svb.com

By: 
Name: Kurt Nichols
Title: RMT

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004771 FRAME: 0934

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Modular Data Center (MDC)	12/623,167	11/20/2009
Method of Chilling Inlet Air For Gas Turbines (TIC)	12/661,265	3/12/2010
Water Cooling System For Intercooled Turbines (TIC)	13/076,200	3/30/2011
System For Chilling Inlet Air For Gas Turbines (TIC)	6,318,065	11/20/2001
System for Chilling Inlet Air For Gas Turbines (TIC)	6,470,686	10/29/2002
System For Staged Chilling Of Inlet Air For Gas Turbines (TIC)	6,769,258	7/26/2002
Packaged Chilling Systems For Building Air Conditioning And Process Cooling (PCP)	6,769,258	8/3/2004
Packaged Chilling Systems For Building Air Conditioning And Process Cooling (PCP)	6,848,267	2/1/2005
Method Of Chilling Inlet Air For Gas Turbines (TIC)	7,343,746	3/18/2008
Modular Data Center	PCT/US2010/057151	11/18/2010
Advanced power recovery and energy conversion systems and methods of using same (AHR/ORC)	PCT/US2006/038721	10/3/2006
High Performance ORC Power Plant Air Cooled Condenser System (AHR/ORC)	13/194,364	7/29/2011
High Performance ORC Power Plant Air Cooled Condenser System (AHR/ORC)	PCT/US2011/45985	7/29/2011
High Performance Air-Cooled Combined Cycle Power Plant With Dual Working Fluid Bottoming Cycle And Integrated	61/624,824	4/16/2012
Geothermal Power Plant Utilizing Hot Geothermal Fluid in a Cascade Heat Recovery Apparatus	13/169,620	6/27/2011
Power Recovery and Energy Conversion Systems and Methods of Using Same	7,287,381	10/30/2007
Advanced Heat Recovery and Energy Conversion Systems for Power Generation and Pollution Emissions Reduction And Methods Of Using Same	6,964,168	11/15/2005
Advanced Power Recovery and Energy Conversion Systems and Methods of Using Same	7,827,791	11/9/2010

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TAS	3,179,559	12/5/2006
TAS Renewable Energy Systems	4,081,994	1/10/2012

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None