

## 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
Limo-Reid, Inc. d/b/a NRG Dynamix		04/04/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ridgewood Hybra-Drive, LLC, as Collateral Agent		
Street Address:	14 Philips Parkway		
City:	Montvale		
State/Country:	NEW JERSEY		
Postal Code:	07645		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4029237	DROP 'N HYBRID	
Registration Number:	4077499	NRG DYNAMIX	
CORRESPONDENCE DATA			
Fax Number:	8028627512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	802-863-2375		
Email:	tmip@drm.com		
Correspondent Name:	Lawrence H. Meier, Esq.		
Address Line 1:	199 Main Street		
Address Line 4:	Burlington, VERMONT 05401		
ATTORNEY DOCKET NUMBER:	06027-0000175		
NAME OF SUBMITTER:	Lawrence H. Meier		
Signature:	/Lawrence H. Meier/		

OP \$65.00 4029237

Date:

05/04/2012

**Total Attachments: 19**

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## SECURITY AGREEMENT

This Security Agreement (the "Agreement") is made as of the 4th day of April, 2012 by and between Limo-Reid, Inc. d/b/a NRG Dynamix, a Delaware corporation, with a chief executive office at 420 Carey Street, P.O. Box 355, Deerfield, Michigan 49238 (the "Company"), Ridgewood Hybra-Drive, LLC, a Delaware limited liability company, as collateral agent (the "Collateral Agent") on behalf of the persons and entities listed on the Schedule of Investors attached hereto as Schedule I (each an "Investor" and collectively, the "Investors") and the Investors.

WHEREAS, the Company, the Collateral Agent and the other Investors have entered into a Financing Agreement of even date herewith (the "Financing Agreement"), pursuant to which the Company is issuing Senior Secured Promissory Notes (the "Notes") in connection with a secured bridge loan of up to an aggregate of \$1,000,000 principal amount (the "Loan") (capitalized terms used by not otherwise defined herein shall have the meanings given to such terms in the Financing Agreement);

WHEREAS, the Investors are requiring a security interest in all intellectual property and other intangible assets of the Company as a condition to advancing funds under the Financing Agreement;

WHEREAS, the Collateral Agent has offered to serve as agent for the Investors in connection with the Financing Agreement and the Notes issued thereunder at the direction of the Investors.

NOW, THEREFORE, in consideration of the mutual agreements and undertakings of the parties set forth in this Agreement and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. To secure prompt payment of all principal, interest, charges and expenses outstanding under the Note and performance of all obligations arising under the Transaction Documents (which term shall mean the Notes, the Financing Agreement and all other documents executed in connection with the Loan), and all extensions, modifications, substitutions and renewals thereof, including without limitation any costs or expenses incurred by the Investors or the Collateral Agent in connection with the same, together with any other indebtedness or obligations now or hereafter owed by the Company to the Investors from time to time (collectively, the "Obligations"), the Company hereby grants, sells, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent a continuing security interest in and lien on all of the Company's right, title and interest in and to all of the following, whether now existing or hereafter acquired (the "Collateral"):

All of the Company's intellectual property and General Intangibles (including without limitation, Patents, Patent Applications and Patent Licenses, and Trademarks, Trademark Applications and Trademark Licenses), now owned or hereafter acquired, wherever located, and all returns, repossessions, exchanges and substitutions thereto and thereof, and all proceeds and products thereof, including money and cash proceeds, deposit accounts, insurance proceeds, and proceeds in the form of any of the types of property included in this collateral description.

As used herein, the following terms shall have the following meanings:

“General Intangibles” means all of the Company’s present and future general intangibles as defined in the in the Uniform Commercial Code in effect in the State of Michigan, as amended from time to time (“UCC”) and other personal property, including permits, licenses, choses in action, copyrights and renewal thereof, copyright applications, mask works, mask work applications, trade secrets, goodwill, patents, patent applications, trade names, trademarks, trademark applications, servicemarks, trade secrets, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, claims under insurance policies (whether or not proceeds), rights of set off, infringement claims, product lines, research and development, computer programs, computer software, computer discs, computer tapes, literature, reports, catalogs, deposit amounts, insurance premium rebates, tax refunds, tax refund claims and all leasehold interests of the Company to the extent considered personal property under applicable law.

“Patents, Patent Applications and Patent Licenses” means all of the Company’s patents, patent applications and patent licenses in which it possesses an ownership interest, including without limitation, all those patents, patent applications, and patent licenses referred to on Schedule II hereto.

“Trademarks, Trademark Applications and Trademark Licenses” means all of the Company’s trademarks, trademark applications and trademark licenses in which it possesses an ownership interest, including without limitation, all of those trademarks, trademark applications and trademark licenses referred to on Schedule III hereto.

The terms “include,” “includes,” and “including” in this section and elsewhere in this Agreement are not limiting and shall be construed to mean “without limitation.”

2. Covenants. The Company further covenants and warrants to the Collateral Agent as follows:

(a) To keep the Collateral at the address set forth above; or, if the Company wishes to keep Collateral at another location, to notify the Collateral Agent in writing of the address of the new location and to obtain the Collateral Agent’s written consent prior to moving any items of Collateral to the new location.

(b) To notify the Collateral Agent in writing at least thirty (30) days prior to (i) the movement or location of any Collateral to any location other than the address indicated for the Company, and (ii) any change in the address of the chief executive office of the Company or the office where the Company maintains its books, records or accounts.

(c) To keep its business records at its place of business as stated above, to permit the Investors to review such records during business hours on reasonable notice and not to remove the business records from that location without the prior consent of the Collateral Agent.

(d) To keep the Collateral free and clear of all claims, liens, charges, encumbrances, taxes and assessments, other than liens and encumbrances permitted under the Transaction Documents.

(e) On demand of the Collateral Agent to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the provisions of this Agreement; execute such instruments or statements as the Collateral Agent may reasonably require in order to perfect, continue or maintain the security interest of the Collateral Agent in the Collateral and to pay all costs of filing in connection therewith; and execute additional promissory notes evidencing future extensions of credit. To the extent permitted by law, for the term of this Agreement the Company authorizes the Collateral Agent to act as its attorney-in-fact and agent for the purpose of executing any financing statements or similar instruments in the name of the Company from time to time and at such times as the Collateral Agent deems necessary to attach, perfect or continue perfection of a security interest in the Collateral.

(f) To retain possession of the Collateral during the existence of this Agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Collateral Agent or the Majority Holders, except that the Company may sell the Collateral in the ordinary course of its business.

(g) To pay, when due, all taxes, assessments and license fees relating to the Collateral.

(h) To keep the Collateral, at the Company's own cost and expense, in good condition and available for inspection by the Investors at all reasonable times.

(i) To maintain insurance with such carriers and in such amounts as may be reasonably satisfactory to the Investors, insuring the Collateral against loss by theft, fire and other casualties. The policies shall name the Collateral Agent as loss payee under a "standard" loss payee clause and be noncancellable except upon at least fifteen (15) days written notice to the Collateral Agent. Certificates of such insurance payable to the respective parties as their interest may appear, shall be deposited with the Collateral Agent. The Company shall give immediate written notice to the Collateral Agent and to insurers of loss or damage to the Collateral and shall promptly file proofs of loss with insurers. The Collateral Agent is authorized, but under no duty, at the Company's expense, to obtain such insurance or file proofs of loss upon failure of the Company to do so.

(j) To keep detailed records of all sales of the Collateral and, upon request of the Collateral Agent, to furnish copies of such records or permit inspection of relevant records at the Company's premises, at the Collateral Agent's discretion.

(k) To comply with all terms of any lease pertaining to the premises where the Collateral may be located, and with all laws, ordinances and governmental rules, orders and regulations pertaining to the Company's business and the premises where the Collateral is kept.

(l) To furnish from time to time, at the Company's expense, within fifteen (15) days after requested by the Collateral Agent, a schedule of inventory prepared by a party satisfactory to the Collateral Agent and such other information relating to the Company's business as the Collateral Agent may reasonably request.

(m) To immediately notify the Collateral Agent of any event causing a loss or diminution in value of all or any material part of the Collateral, and the amount (or the Company's best estimate of the amount) of such loss or diminution.

3. Representations and Warranties. The Company represents and warrants to the Collateral Agent and the Investors that (a) the Company is a corporation duly organized and validly existing and in good standing of the laws of the State of Delaware, and possesses full power and authority to conduct business as presently conducted and to perform its obligations under this Agreement; (b) its legal name is correctly stated in the first paragraph of this Agreement, and that this is not a tradename; (c) its chief executive office is located at the address set forth in the first paragraph of this Agreement; (d) it does not operate through any sister or subsidiary corporation or any other entity; (e) it has good and marketable title to all of the Collateral, free and clear of any liens, security interests or encumbrances; and (f) that none of the Collateral is subject to any consignment agreement or is in possession of any bailee, warehouseman, agent or processor. The Company acknowledges that the representations and warranties set forth in this paragraph are material to the Investors' agreement to extend credit to the Company and that each Investor has relied on these representations and warranties. The Company agrees to notify the Collateral Agent promptly in writing of any change in the information referenced in this paragraph.

4. Power of Attorney. The Company hereby grants to the Collateral Agent a Power of Attorney, which shall be deemed coupled with an interest and shall be irrevocable, (a) to demand, sue for, and give an effectual discharge of any sum payable to the Company for Collateral assigned to the Collateral Agent; (b) to endorse in the Collateral Agent's favor any negotiable instrument drawn in the Company's favor in payment of the Collateral assigned to the Collateral Agent; (c) to execute on behalf of the Company any notes, chattel paper, UCC financing statements, amendments thereto and continuations thereof (or similar statements of notice, registration, amendment or continuation under the laws of any jurisdiction), or other writing in connection with this Agreement or the Collateral as the Collateral Agent may require for the purpose of protecting, maintaining or enforcing the Collateral or the security interest granted to the Collateral Agent in the Collateral; (d) to adjust, make, pursue, settle and collect any insurance claim in connection with this Agreement; and (e) to discharge taxes and encumbrances at any time levied or placed on the Collateral, or otherwise protect the Collateral, and to make repairs thereof. The Company agrees to reimburse the Collateral Agent on demand for any and all expenditures made in connection with any of the foregoing powers exercised by the Collateral Agent hereunder.

5. Events of Default. Without limitation of the rights or remedies of the parties otherwise at law, any of the following shall constitute an "Event of Default" by the Company under this Agreement:

(a) Any Event of Default under the Notes or any default other agreement or instrument executed in connection with the Loan that continues beyond the applicable cure period, if any; or

(b) False or misleading representations or warranties made or given by the Company in connection with this Agreement.

6. Remedies Upon Default. Upon the occurrence of an Event of Default under the this Agreement, the Transaction Documents, or under any instrument, agreement or other document executed in connection with the Loan, which continues beyond any applicable cure period, the Collateral Agent may exercise on behalf of the Investors, upon receipt of written instructions from the Majority Holders, any one or more of the following remedies: (a) declare the Obligations secured by this Agreement to be due and payable in full without notice or demand; (b) demand that the Company assemble the Collateral and make it available to the Collateral Agent at the place and at the time designated in the demand; (c) to the extent permitted by law, enter, without process of law, all locations where the Collateral is kept, take possession of the Collateral; (d) operate the business (directly or indirectly) using the Collateral; (e) conduct a public or private sale of the Collateral at its discretion and in accordance with the UCC; (f) contact account debtors and direct that future payments be made directly to the Collateral Agent; and (g) exercise any other right, remedy or privilege provided under the UCC or otherwise at law. For purposes of the foregoing, the term "Majority Holders" shall mean the holders of Notes constituting seventy-five percent (75%) of the indebtedness outstanding under all Notes issued pursuant to the Financing Agreement.

In addition to all rights and remedies provided in this Agreement or by law, if an Event of Default occurs, upon receipt of written instructions from the Majority Holders, the Collateral Agent may dispose of any of the Collateral at public auction or private sale in its then present condition or following such preparation and processing as Collateral Agent deems commercially reasonable. Collateral Agent has no duty to the Company to prepare or process the Collateral prior to sale. Collateral Agent may disclaim warranties of title, possession, quiet enjoyment and the like. Such actions by the Collateral Agent shall not affect the commercial reasonableness of the sale. Further, the Collateral Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

The Company hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Collateral Agent's rights hereunder, including without limitation its right following an Event of Default to take immediate possession of the Collateral and exercise its rights with respect thereto. All payments received by the Company under or in connection with any of the Collateral after the occurrence of an Event of Default shall be held by the Company in trust for the benefit of the Investors, shall be segregated from other funds of the Company and shall forthwith upon receipt by the Company be turned over to the Collateral Agent, in the same form as received by the Company (duly endorsed by the Company to the Collateral Agent, if required). The Collateral Agent shall hold all payments received from the Company and other proceeds of the Collateral under or in connection with any of the Collateral in trust for the benefit of the Investors. Such funds shall be segregated from other funds of the Collateral Agent and, after payment of costs of collection, shall be distributed to the Investors on

a pro rata basis in accordance with the respective outstanding balance of all then outstanding Notes.

The Collateral Agent's reasonable attorneys' fees and the legal and other expenses for pursuing, settling or enforcing its rights hereunder, or in connection with collection of the Obligations or otherwise at law shall be paid forthwith upon demand by the Company and be part of the Obligations and likewise be due and payable. The Company shall remain liable for any deficiency resulting from a sale of the Collateral and shall pay any such deficiency forthwith on demand. The Collateral Agent may perform any defaulted obligations for the Company's account and any expense incurred in so doing shall be chargeable with interest to the Company and added to the Obligations.

7. Limitation on the Collateral Agent's Duty in Respect to Collateral and Indemnification.

It is expressly agreed by the Company that, notwithstanding anything to the contrary contained in this Agreement, the Company shall remain liable with respect to all Accounts, Negotiable Collateral, General Intangibles and other Collateral to observe and perform all the conditions and obligations to be observed and performed by it, the Collateral Agent shall not have any obligation or liability under any Accounts, Negotiable Collateral, General Intangibles and other Collateral by reason of, or arising out of, this Agreement or the assignment by the Company to the Collateral Agent of, or the receipt by the Collateral Agent of, any payment relating to any Accounts, Negotiable Collateral, General Intangibles and other Collateral pursuant hereto, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill any of the obligations of the Company under or pursuant thereto to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any person thereunder or by any account debtor, to present or file any claim or to take any action to collect or enforce any performance or the payment of any amounts that may have been assigned to the Company or to which the Company may be entitled at any time or times.

Beyond the safe custody thereof, the Collateral Agent shall have no duty as to any Collateral in its possession or in its nominee's possession or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. In any suit, proceeding or action brought by the Collateral Agent under any Accounts, Negotiable Collateral, General Intangibles and other Collateral for any sum owing thereunder or to enforce any provision thereof, the Company will defend, indemnify and hold harmless the Collateral Agent from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder arising out of a breach by the Company of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Company, and all such obligations of the Company shall be and remain enforceable against the Company and shall not be enforceable against the Collateral Agent.

Each of the Investors agrees to indemnify the Collateral Agent and hold Collateral Agent harmless from, all liabilities, costs and expenses including but not limited to legal fees and expenses with respect to or resulting from (a) any act or omission by the Collateral Agent in the



course of the performance of the Collateral Agent's duties under this Agreement, except to the extent such acts or omissions constitute gross negligence or willful misconduct; (b) the reasonable care, custody or protection of the Collateral, (c) any reasonable delay by the Collateral Agent in complying with any requirement of law applicable to any of the Collateral, or (d) any fees reasonably incurred by the Collateral Agent in connection with the perfection and maintenance of the security interests granted herein, the collection of amounts due under the Notes, and enforcement of remedies under this Agreement. provided, however; that the MEDC is prohibited from providing indemnification under the Michigan constitution, and thus, each of the parties hereto acknowledges and agrees that the MEDC shall not be required to provide the foregoing indemnification.

8. Collateral Agent. The undersigned Investors hereby appoint the Collateral Agent for the purpose of taking, maintaining and enforcing the rights, interests and remedies arising under this Agreement. Each Investor shall pay on demand by the Collateral Agent its respective portion of any expenses required to be paid by such Investor to the Collateral Agent pursuant to this Agreement.

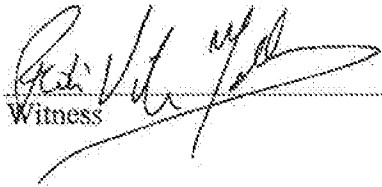
9. Miscellaneous. The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns. Waiver of or acquiescence in any default by the Company, or failure of the Collateral Agent to insist upon strict performance by the Company of any provision of this Agreement, shall not constitute a waiver of any subsequent or other default or failure. Notices to any party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing. This Agreement may only be modified by a writing signed by the Company, the Collateral Agent and the Majority Holders. The laws of the State of Michigan, including the UCC, shall govern the rights, duties and remedies of the parties. In the event of any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable. All rights and remedies hereunder shall be governed by the laws of the State of Michigan, without resort to principles of conflicts of laws.

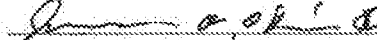
[Signature pages follow.]

IN WITNESS WHEREOF, the parties have respectively duly executed this Security Agreement the day and year first above written.

IN THE PRESENCE OF:

LIMO-REID, INC. d/b/a NRG DYNAMIX

  
Witness

By:   
James A. O'Brien, II, President and Chief  
Technology Officer

RIDGEWOOD HYBRA-DRIVE, LLC

By: Ridgewood Venture Management Corp.,  
its Manager

Witness

By: \_\_\_\_\_  
Jeffrey Strasberg, Chief Financial Officer

KHOSLA VENTURES SEED, LP

By: Khosla Ventures Seed Associates, LLC, a  
Delaware limited liability company and  
general partner of Khosla Ventures Seed, LP

Witness

By: \_\_\_\_\_  
Its: Member

KHOSLA VENTURES SEED SIDE FUND, LP

By: Khosla Ventures Seed Side Fund Associates,  
LLC, a Delaware limited liability company  
and general partner of Khosla Ventures Seed  
Side Fund, LP

Witness

By: \_\_\_\_\_  
Its: Member

*[Signature Page to Ridgewood/Limo-Reid d/b/a NRG Dynamix Security Agreement]*

IN WITNESS WHEREOF, the parties have respectively duly executed this Security Agreement the day and year first above written.

IN THE PRESENCE OF:

LIMO-REID, INC. d/b/a NRG DYNAMIX

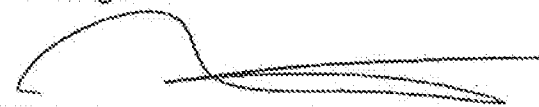
\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
James A. O'Brien, II, President and Chief  
Technology Officer

RIDGEWOOD HYBRA-DRIVE, LLC

By: Ridgewood Venture Management Corp.,  
its Manager

  
\_\_\_\_\_  
Witness

By:   
Jeffrey Strasberg, Chief Financial Officer

KHOSLA VENTURES SEED, LP

By: Khosla Ventures Seed Associates, LLC, a  
Delaware limited liability company and  
general partner of Khosla Ventures Seed, LP

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: Member

KHOSLA VENTURES SEED SIDE FUND, LP

By: Khosla Ventures Seed Side Fund Associates,  
LLC, a Delaware limited liability company  
and general partner of Khosla Ventures Seed  
Side Fund, LP

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: Member

*[Signature Page to Ridgewood/Limo-Reid d/b/a NRG Dynamix Security Agreement]*

**TRADEMARK**  
**REEL: 004773 FRAME: 0011**

IN WITNESS WHEREOF, the parties have respectively duly executed this Security Agreement the day and year first above written.

IN THE PRESENCE OF:

LIMO-REID, INC. d/b/a NRG DYNAMIX

Witness

By: \_\_\_\_\_  
James A. O'Brien, II, President and Chief  
Technology Officer

RIDGEWOOD HYBRA-DRIVE, LLC

By: Ridgewood Venture Management Corp.,  
its Manager

Witness

By: \_\_\_\_\_  
Jeffrey Strasberg, Chief Financial Officer

KHOSLA VENTURES SEED, LP

By: Khosla Ventures Seed Associates, LLC, a  
Delaware limited liability company and  
general partner of Khosla Ventures Seed, LP

Witness

By:  \_\_\_\_\_  
Its: Member

KHOSLA VENTURES SEED SIDE FUND, LP

By: Khosla Ventures Seed Side Fund Associates,  
LLC, a Delaware limited liability company  
and general partner of Khosla Ventures Seed  
Side Fund, LP

Witness

By:  \_\_\_\_\_  
Its: Member

[Signature Page to Ridgewood/Limo-Reid d/b/a NRG Dynamix Security Agreement]

**TRADEMARK**  
**REEL: 004773 FRAME: 0012**

Daniel Moravetz

Witness

Larry Hiler

Larry Hiler

MICHIGAN STRATEGIC FUND

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
James A. O'Brien, II

*[Signature Page to Ridgewood/Limo-Reid d/b/a NRG Dynamix Security Agreement]*

Witness

Larry Hiler

MICHIGAN STRATEGIC FUND

Witness

By:

Name:

Its:

Witness

James A. O'Brien, II

*[Signature Page to Ridgewood/Limo-Reid d/b/a NRG Dynamix Security Agreement]*

MICHIGAN ECONOMIC DEVELOPMENT  
CORPORATION

By: Michael A. Finney  
Name: MICHAEL A. FINNEY  
Its: CEO

*[Signature Page to Ridgewood/Limo-Reid d/b/a NRG Dynamix Security Agreement]*

SCHEDULE I

SCHEDULE OF INVESTORS

Name and Address
Ridgewood Hybra-Drive, LLC 14 Philips Parkway Montvale, NJ 07645 Attn: Jeffrey Strasberg, CFO
Khosla Ventures Seed, LP 3000 Sand Hill Road, Building 3 Suite 170 Menlo Park, California 94025 Attn: Shelbi Peralta
Khosla Ventures Seed Side Fund, LP 3000 Sand Hill Road, Building 3 Suite 170 Menlo Park, California 94025 Attn: Shelbi Peralta
Larry Hiler P.O. Box 148 Walkerton, IN 46574
MEDC 300 N. Washington Sq. Lansing, MI 48933



## SCHEDULE II

PATENTS, PATENT APPLICATIONS  
AND PATENT LICENSES

<b>Tab</b>	<b>Code</b>	<b>Heading</b>	<b>Number</b>
A	16744-01	Variable Capacity Pump Motor	<u>Pat. #7,179,070</u> 11/101,837 60/560,897
B	16744-53	Variable Capacity Pump Motor	PCT/US2005/011846
C	17024-01	Hydraulic Hybrid Power Train System	<u>Pat. #7,281,376</u> 11/359,728 60/655,221
D	17024-53	Hydraulic Hybrid Power Train System	PCT/US2006/005979
	17024-06	Japan	PCT/ 2007-556387
	17024-30	Brazil	PCT/ P10607892-3
	17024-46	India	APPL.# 3657/CHENP/2007
	17024-55	China	PCT/ 200680013398 Pat. # ZL200680013398.6
	17024-57	Europe	APPL. # 06735573.5
E	17026-01	Low Noise Gear Pump	11/685,546 60/781,775
F	17026-53	Low Noise Gear Pump	PCT/US2007/06354
	17026-06	Japan	2009-500441
	17026-30	Brazil	P10708783-7
	17026-46	India	4842/CHENP/2008
	17026-57	Europe	# EP 06735573.5
G	17027-01	Hybrid Earthmover	11/695,346 60/787,944
H	17027-53	Hybrid Earthmover	PCT/US2007/65760

<b>Tab</b>	<b>Code</b>	<b>Heading</b>	<b>Number</b>
	17027-06	Japan	<b>2009-503331</b>
	17027-30	Brazil	<b>PI0709780-8</b>
	17027-46	India	5893/CHENP/2008
	17027-55	China	200780019096.4
	17027-57	Europe	<b>#07759936.3</b>
I	17028-01	Manned/Unmanned Recon Submarine/torpedo using variable displacement hydraulic motor/pump (incorporated under 17024)	<b>60/652,535</b>
J	17029-01	Long Life Telescoping Gear Pumps and Motors	<b>11/851,482</b> <b>60/824,981</b>
K	17029-53	Long Life Telescoping Gear Pumps and Motors	<b>PCT/US2007/77852</b> <b>WO 2008/031012</b>
	17029-06	Japan	2009 - 527578
	17029-30	Brazil	
	17029-57	Europe	
L	17030	High Efficiency Hydraulic Servo System	
M	17031	High Efficiency Power Assist Braking	
N	17032	Differential Balance in a Hydraulic Hybrid	
O	17033	Component Quarantine for Hydraulic Hybrids	
P	17034	Residuary Oil Diversion as Fuel in a Diesel Hybrid	
Q	17035-01	High Pressure Telescoping Gear Pumps and Motors	<b><u>PAT# 7,686,601</u></b> <b>11/548,465</b> <b>60/725,555</b>
R	17035-53	High Pressure Telescoping Gear Pumps and Motors	
S	17339-01	Continuation of Variable Capacity Pump Motor	<b><u>Patent # 7,588,431</u></b> <b>11/844,416</b>
T	17379-01	Compact Hydraulic Accumulator	<b><u>Patent #7,661,442</u></b> <b>60/943,930</b> <b>US 12/138,765</b>

<b>Tab</b>	<b>Code</b>	<b>Heading</b>	<b>Number</b>
U	17379-53	Compact Hydraulic Accumulator	US 2008/066881
	17379-06	Japan Compact Hydraulic Accumulator	
	17379-30	Brazil Compact Hydraulic Accumulator	PI0812539-2
	17379-46	India Compact Hydraulic Accumulator	7292/CHENP/2009
	17379-55	China Compact Hydraulic Accumulator	
	17379-57	Europe Compact Hydraulic Accumulator	Appl. #08770985.3
V	17438-01	Hydraulic Hybrid Transmission Retard Cylinder	61/021,079
W	17438-53	Hydraulic Hybrid Transmission Retard Cylinder	
X	17479-01	Transmission Braking & Four-Wheel Locking For Hydraulic Hybrid Transmission Equipped Vehicles	Appl. # 12/538,958 US 61/088,161
Y	17485-01	Hoseless Hydraulic System	Appl. # 12/547,798 US 61/091,802
Z	17635-	Three Speed Gearbox from Single Planetary Gearset	U.S. Provisional Patent Appl. Serial No. 61/359,515 Utility Patent Application Serial No. 13/170,243
AA	17635-53	Three Speed Gearbox from Single Planetary Gearset	international PCT patent application PCT/US11/42079 WO 2012/006042
BB	17656-	Ultralightweight and Compact Accumulator	US Provisional Patent appl. Serial # 61/385,328 U.S. Utility Patent Application Serial No. 13/221,364
CC	17690-	Laminated Spool Valve	Provisional pat. Appl. 61/431,229.

<u>Tab</u>	<u>Code</u>	<u>Heading</u>	<u>Number</u>
DD	17809-	Variable High Pressure Displacement Piston Pump	Pending appl. Application has not yet been filed, Company will provide application number to Collateral Agent as soon as it is received.

**SCHEDULE III**

**TRADEMARKS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES**

<b>Title</b>	<b>Registration No.</b>	<b>Reg. Date</b>
DROP'N HYBRID	4,029,237	9/20/2011
NRG DYNAMIX	4,077,499	12/27/2011