

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PROTONEX TECHNOLOGY CORPORATION		03/08/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	275 Grove Street, Suite 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3999220	THE NEXT GENERATION OF PORTABLE POWER
Registration Number:	3885459	PROTONEX
Serial Number:	77379301	QUANTUM

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761
 Email: tfahey@nationalcorp.com
 Correspondent Name: Thomas Fahey
 Address Line 1: 1100 G Street NW, Suite 420
 Address Line 2: National Corporate Research, Ltd.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F143839
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OP \$90.00 3999220

NAME OF SUBMITTER:	ANDREW NASH
Signature:	/ANDREW NASH/
Date:	03/11/2013
Total Attachments: 13 source=Trademark IPSA - Protonex#page2.tif source=Trademark IPSA - Protonex#page3.tif source=Trademark IPSA - Protonex#page4.tif source=Trademark IPSA - Protonex#page5.tif source=Trademark IPSA - Protonex#page6.tif source=Trademark IPSA - Protonex#page7.tif source=Trademark IPSA - Protonex#page8.tif source=Trademark IPSA - Protonex#page9.tif source=Trademark IPSA - Protonex#page10.tif source=Trademark IPSA - Protonex#page11.tif source=Trademark IPSA - Protonex#page12.tif source=Trademark IPSA - Protonex#page13.tif source=Trademark IPSA - Protonex#page14.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("**Agreement**") is entered into as of March 8, 2013 by and between **SILICON VALLEY BANK**, a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**Bank**") and **PROTONEX TECHNOLOGY CORPORATION**, a Delaware corporation whose address is 153 Northboro Road, Southborough, Massachusetts 01772 ("**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 that certain Loan and Security Agreement by and between Bank and Grantor dated as of August 28, 2012, as amended by that certain First Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of March 8, 2013 (as the same may be further 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

1. Grant of Security Interest. 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:

(a) 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**");

(b) 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;

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

(d) 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**”);

(e) 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**”);

(f) 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**”);

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[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:

PROTONEX TECHNOLOGY CORPORATION

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

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:


PROTONEX TECHNOLOGY CORPORATION

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: |  _____

Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Patent / Patent Application Name	Date Filed	Pat. No.	App. Serial No.	Publication No.
Electrochemical Polymer Electrolyte Membrane Cell Stacks And Manufacturing Methods Thereof	7/18/2001	6946210	09/908359	20020068212
Electrochemical Polymer Electrolyte Membrane Cell Stacks And Manufacturing Methods Thereof	9/16/2005	7482086	11/229087	20060024545
One-Shot Fabrication Of Membrane Based Electrochemical Cell Stacks	10/22/2002	7306864	10/278057	20030096153
One-Shot Fabrication Of Membrane Based Electrochemical Cell Stacks	11/6/2007	8232015	11/982916	20080160377
Channel-Based Electrochemical Cassettes	10/22/2004	7687181	10/971356	20050244703
Liquid Electrochemical Cell Stacks And Manufacturing Methods For Same	3/21/2005	7374837	11/086962	20060057436
Membrane Based Electrochemical Cell Stacks	1/4/2006	7695846	10/535559	20060127735
Externally Manifoldd Membrane Based Electrochemical Cell Stacks	2/27/2004	7052796	10/789385	20040247982
Insert-Molded, Externally Manifoldd, One-Shot Sealed Membrane Based Electrochemical Cell Stacks	4/10/2006	7879507	11/401785	20070238004

Patent / Patent Application Name	Date Filed	Pat. No.	App. Serial No.	Publication No.
Insert-Molded, Externally Manifoldd, Sealed Membrane Based Electrochemical Cell Stacks	4/10/2007	7887974	11/784941	20070248866
Insert-Molded, Externally Manifoldd, Sealed Membrane Based Electrochemical Cell Stacks	4/10/2007	7914947	11/786082	20070245547
Fuel Cell Stacks And Methods	6/28/2007	n/a	11/823759	20090004547
Fuel Cell Stacks And Methods	6/28/2007	8124292	11/823743	20090004519
Method And Apparatus For Separating Liquid Droplets From A Fluid Flow Stream	6/13/2006	7618471	11/452451	20070287052
Portable Fuel Cell System	7/10/2006	7476455	11/484514	20080008914
Fuel Processor For Fuel Cell Systems	1/7/2008	n/a	12/006893	20080187797
Membrane Support Module For Permeate Separation In A Fuel Cell	9/16/2008	n/a	12/283807	20100064887
Fuel Processor For Fuel Cell Systems	4/10/2009	n/a	12/422061	20100261074
System For Hydrogen Generation	1/7/2000	6534033	09/479362	n/a
System For Hydrogen Generation	8/11/2003	7220290	10/638651	20040033194
Portable Hydrogen Generator	7/6/2001	6932847	09/900625	20030037487
Hydrogen Generator	7/7/2005	7530931	11/175260	20050268555
Differential Pressure-Driven Borohydride Based Generator	7/11/2001	7316718	09/902899	20030009942

Patent / Patent Application Name	Date Filed	Pat. No.	App. Serial No.	Publication No.
Method And System For Generating Hydrogen By Dispensing Solid And Liquid Fuel Components	4/2/2002	7282073	10/115269	20040047801
Hydrogen Gas Generation System	2/5/2003	7105033	10/359104	20040148857
Hydrogen Gas Generation System	6/21/2006	7540892	11/471582	20060236606
Hydrogen Generating Fuel Cartridge With Volume Exchange Configuration	9/15/2006	8372168	11/521351	20070062115
Techniques For Packaging And Utilizing Solid Hydrogen-Producing Fuel	3/26/2008	n/a	12/078034	20090017348
Compositions, Devices And Methods For Hydrogen Generation	8/23/2007	8268028	11/892515	20080241613
Compositions, Devices And Methods For Hydrogen Generation	8/9/2012	n/a	13/570859	20120328478
Compositions, Devices And Methods For Hydrogen Generation	8/9/2012	n/a	13/570891	20120328491
System For Hydrogen Generation	8/20/2002	7083657	10/223871	20040035054
Hydrogen Generator	11/5/2003	7323148	10/701692	20040120889
Systems And Methods For Generating Hydrogen Gas	3/6/2008	8381766	12/043386	20090020174
Hydrogen Generation Systems	3/6/2008	n/a	12/043444	20090047185
Method For Connecting Tubular Solid Oxide Fuel Cells And	8/24/2007	n/a	11/895333	20090050680

Patent / Patent Application Name	Date Filed	Pat. No.	App. Serial No.	Publication No.
Interconnects For Same				
Solid Oxide Fuel Cell Systems With Hot Zones And Two-Stage Tail Gas Combustors	1/4/2008	8197976	12/006688	20090176136
Solid Oxide Fuel Cell Systems With Hot Zones Having Improved Reactant Distribution	2/6/2009	8304122	12/367168	20100203399
Solid Oxide Fuel Cell Systems With Hot Zones Having Improved Reactant Distribution	10/4/2012	n/a	13/654054	20130040216
Thin Film Vaporizer	11/3/2009	n/a	12/611851	20110104587
Desulfurization Apparatus With Individually Controllable Heaters.	10/7/2004	7344686	10/961480	20060076270
Portable Power Manager	6/15/2010	n/a	12/815994	20120151240
Power Network Manager Operating Methods	6/15/2010	n/a	12/816080	20110006603
Power Managers And Methods For Operating Power Managers	9/14/2012	n/a	13/620086	Unpublished
Portable Power Manager Enclosure	6/15/2010	n/a	12/816325	20110007491
Portable Power Manager Enclosure	6/15/2010	D640192	29/363833	n/a
Portable Power Manager Enclosure	6/20/2011	D657309	29/394688	n/a
Portable Power Manager Enclosure	2/27/2012	n/a	29/414239	Unpublished
Portable Electronic Device Carrier With Electronic Interface For Recharging Device	9/28/2012	n/a	61/707027	Provisional

Patent / Patent Application Name	Date Filed	Pat. No.	App. Serial No.	Publication No.
Battery				
Cross-Flow Filtration Cassettes And Methods For	3/19/2003	7094346	10/392076	20030178358
Cross-Flow Filtration Cassettes And Methods For Fabrication Of Same	10/28/2004	7297269	10/976374	20050173330

EXHIBIT C

Trademarks


Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods
THE NEXT GENERATION OF PORTABLE POWER	Reg. No. 3,999,220	8/24/2006 7/19/2011	"Fuel cartridges containing solid and liquid fuels sold for use as part of an energy system," in Class 4; "Fuel cells; portable power systems, primarily composed of fuel cells, fuel reformers and power managers, for commercial and military use," in Class 9; and "Energy reactors, namely, chemical energy reactors," in Class 11.
 Protonex	Reg. No. 3,885,459	8/24/2006 12/7/2010	"Fuel cartridges containing solid and liquid fuels sold for use as part of an energy system," in Class 4; "Fuel cells; portable power systems, primarily composed of fuel cells, fuel reformers and power managers, for commercial and military use," in Class 9; and "Energy reactors, namely, chemical energy reactors," in Class 11.
QUANTUM	App. No. 77/379,301	8/14/2012 N/A	"Energy reactors, namely, chemical energy reactors," in Class 11.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

1537210.1