

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PALLADIUM ENERGY OF ILLINOIS LLC	FORMERLY Microsun Technologies, LLC	03/22/2013	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, as Agent		
Street Address:	2 N. LAKE AVENUE, SUITE 440		
City:	PASADENA		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3697703	MICROSUN	
Registration Number:	3707551	MICROSUN INNOVATIVE TOTAL ENERGY SOLUTIO	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	L070945		
NAME OF SUBMITTER:	Robin Dunn		

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Signature:	/Robin Dunn/
Date:	06/10/2013
<b>Total Attachments: 8</b> source=L070945 Trademarks#page2.tif source=L070945 Trademarks#page3.tif source=L070945 Trademarks#page4.tif source=L070945 Trademarks#page5.tif source=L070945 Trademarks#page6.tif source=L070945 Trademarks#page7.tif source=L070945 Trademarks#page8.tif source=L070945 Trademarks#page9.tif	

**INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING  
CREDIT AND SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT** ("Supplement"), dated as of March 22, 2013, is made by **PALLADIUM ENERGY OF ILLINOIS LLC**, a limited liability company organized under the laws of the State of Illinois (the "Grantor"), with an address at 1200 Internationale Parkway, Woodridge, Illinois 60517, in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), with an address at Two North Lake Avenue, Suite 440, Pasadena, California 91101, as agent ("Agent") for itself and the other Lenders (PNC, the other Lenders and Agent shall be referred to collectively and individually, as "Lender") under the Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") among Lender, Grantor, Palladium Energy, Inc. ("PEI") and MicroSun Electronics Corporation ("MEC").

**RECITALS**

A. Concurrently herewith, Grantor, PEI, MEC, Agent and Lender are entering into the Loan Agreement and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"). Pursuant to the Loan Documents, Grantor has granted to Agent a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks, patents, copyrights and other "Collateral" (as defined in the Loan Agreement); and

B. Grantor and Agent desire to supplement the Loan Agreement to make specific reference to the trademarks, patents, copyrights and other intellectual property set forth below. The Loan Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks, patents, copyrights and other intellectual property set forth below are not covered and perfected by any other Loan Documents.

NOW, THEREFORE, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor hereby grants to Agent (for the benefit of Agent and Lender) a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the following, whether now existing or hereafter arising, to secure the payment and performance of all "Obligations" (as defined in the Loan Agreement):

(a) All United States registered copyrights, maskworks, software, computer programs and other works of authorship registered with the U.S. Copyright Office and all copyright applications as listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) (including

applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All copyrights maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights";

(c) All right, title and interest in and to any and all license agreements with respect to the Copyrights.

(d) All accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) 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");

(f) All trademark and service mark 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 United States trademark registrations and trademark applications set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the Copyrights, Patents or Trademarks, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights and all other amounts payable to Grantor in connection with any of the Copyrights, Patents or Trademarks;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; 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, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing;

PROVIDED, HOWEVER, the foregoing shall not include any Excluded Property (as defined in the Loan Agreement).

2. Loan Agreement. This security interest is granted in conjunction with the security interests granted to Agent under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or in any of the other Loan Documents, 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 Agent of any one or more of the rights, powers or remedies provided for in this 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 Agent, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Subject to Section 3(f) below, Grantor has no Registered Copyrights except those listed in Exhibit A hereto.

(b) Grantor has no Patents which are registered in the United States except those listed in Exhibit B hereto.

(c) Grantor has no Trademarks which are registered with the United States Patent and Trademark Office, or for which application for such registration has been made and not been abandoned, except those listed on Exhibit C hereto.

(d) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(e) Grantor shall promptly advise Agent of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor and advise Agent whether any other party has any interest in such Trademark, Patent or Copyright.

(f) Grantor does not, and will not, own or acquire any maskworks, software, computer programs, or other works of authorship, that are registered with the United States Copyright Office (or subject of any application for such registration), except if and to the extent Grantor has: (i) provided Agent with at least 30 days prior written notice thereof (or such fewer number of days, if any, that Agent in its good faith business judgment may permit in writing with respect to any specific proposed registration/application), (ii) provided Agent with a copy of the specific proposed registration/application, and (iii) has executed and delivered to Agent such security agreement(s) and other documentation (in form and substance reasonably satisfactory to

Agent) which Agent in its good faith business judgment may require for filing with the United States Copyright Office with respect to such registration or application.

4. Authority to Amend Exhibits. Grantor authorizes Agent and appoints Agent as its attorney to amend or supplement the Exhibits hereto, from time to time at Agent's option, to add Patents, Trademarks, Copyrights, and other intellectual property of Grantor which are not reflected in said Exhibits as Agent shall determine in its Permitted Discretion (as defined in the Loan Agreement) is necessary to perfect or protect the Agent's security interest therein or the priority thereof. All said acts of said attorney are hereby ratified and approved, and said attorney shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or law, unless done maliciously or with gross (not mere) negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment); this power being coupled with an interest is irrevocable while any of the Obligations remain unpaid.

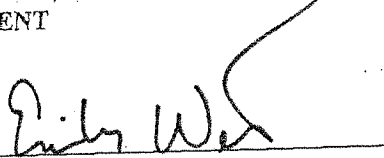
5. General. All terms and conditions of the Loan Agreement shall continue in full force and effect, and Grantor represents and warrants to Agent that all representations and warranties set forth in the Loan Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Loan Agreement and the provisions of the Loan Agreement are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written  
above.

PNC BANK, NATIONAL ASSOCIATION,  
AS AGENT

PALLADIUM ENERGY OF ILLINOIS LLC

By  \_\_\_\_\_

Name: Emily Webster

Title: Vice President

By  \_\_\_\_\_

Name John Gatti

Title: Chief Executive Officer

*[Signature page - MTL IP Sec Agr]*

EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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None.



EXHIBIT B

PATENTS

**Patents Issued:**

Registration No.                      Regis. Date                      Description

<u>Country</u>	<u>Registration No.</u>	<u>Regis. Date</u>	<u>Title</u>	<u>Owner</u>
US	8076903	12/13/2011	ELECTRIC POWER STORAGE AND DELIVERY SYSTEM AND METHOD OF OPERATION	MicroSun Technologies, LLC

**Patent Applications**

Serial/                                      Filed Date/                                      Description  
Registration No.                                      Regis. Date

None.

EXHIBIT C  
TRADEMARKS

<u>Trademark Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Status</u>	<u>Owner</u>
MICROSUN	3697703	10/20/2009	Registered	MicroSun Technologies (Limited Liability Company of Illinois)
MICROSUN INNOVATIVE TOTAL ENERGY SOLUTIONS TECHNOLOGIES, LLC	3707551	11/10/2009	Registered	MicroSun Technologies (Limited Liability Company of Illinois)