

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
LEYDEN ENERGY, INC.		07/09/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	85640899	LI IMIDE
Serial Number:	85473941	LI IMIDE
Registration Number:	4183650	LEYDEN ENERGY

CORRESPONDENCE DATA	
Fax Number:	4049626571
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	404.885.3335
Email:	ben.wiles@troutmansanders.com
Correspondent Name:	BENJAMIN C. WILES
Address Line 1:	TROUTMAN SANDERS LLP
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200
Address Line 4:	ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	220763.001199
NAME OF SUBMITTER:	Benjamin C. Wiles

CH \$90.00 85640899

Signature:	/Benjamin C. Wiles 63174/
Date:	07/10/2013
Total Attachments: 10 source=SVB_Leyden_Executed_IP_Agreement_ToRecord#page1.tif source=SVB_Leyden_Executed_IP_Agreement_ToRecord#page2.tif source=SVB_Leyden_Executed_IP_Agreement_ToRecord#page3.tif source=SVB_Leyden_Executed_IP_Agreement_ToRecord#page4.tif source=SVB_Leyden_Executed_IP_Agreement_ToRecord#page5.tif source=SVB_Leyden_Executed_IP_Agreement_ToRecord#page6.tif source=SVB_Leyden_Executed_IP_Agreement_ToRecord#page7.tif source=SVB_Leyden_Executed_IP_Agreement_ToRecord#page8.tif source=SVB_Leyden_Executed_IP_Agreement_ToRecord#page9.tif source=SVB_Leyden_Executed_IP_Agreement_ToRecord#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of July 9, 2013 by and between SILICON VALLEY BANK (“**Bank**”) and LEYDEN ENERGY, INC., a Delaware corporation (“**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 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

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.

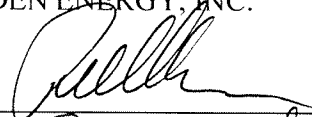
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

LEYDEN ENERGY, INC.

By: 
By: Richard Wilmer
Title: CFO

BANK:

SILICON VALLEY BANK

By: _____
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:

LEYDEN ENERGY, INC.

By: _____
By:
Title:

BANK:

SILICON VALLEY BANK


By: 
By: Jonathan Fawcett
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ELECTROCHEMICAL CELLS WITH TABS	8,465,871	June 18, 2013
HIGH PERFORMANCE LITHIUM OR LITHIUM ION CELL	8,221,915	July 17, 2012
ANODES WITH MESOPOROUS SILICON PARTICLES	13/429,169	March 23, 2012
ANODES OF POROUS SILICON PARTICLES	13/429,185	March 23, 2012
HIGH PERFORMANCE LITHIUM OR LITHIUM ION CELL	13/273,114	October 13, 2011
ELECTROCHEMICAL CELLS WITH IONIC LIQUID ELECTROLYTE	12/953,335	November 23, 2010
ELECTRONIC CURRENT INTERRUPT DEVICE FOR BATTERY	12/573,072	October 2, 2009
BATTERY CONTAINING BIS(PERFLUOROALKYLSULFONYL)IMIDE AND CYCLIC PERFLUOROALKYLENE DISULFONYLIMIDE SALTS	5,652,072	July 29, 1997
BATTERY CONTAINING BIS (PERFLUOROALKYLSULFONYL)IMIDE AND CYCLIC PERFLUOROALKYLENE DISULFONYLIMIDE SALTS	5,691,081	November 25, 1997
ELECTROCHEMICAL CELLS WITH TABS	12/623,365	November 20, 2009
Battery Packs Including Detachable Cell Connections	13/675,107	November 13, 2012
Electrolytes Including Fluorinated Solvents for use in Electrochemical Cells	13/909,014	June 3, 2013

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Maintaining Stable Electrical Connections with Non-Metallic Current Collectors of Electrochemical Cells	13/853,015	March 28, 2013
Combinations of Fluorinated Solvents with Imide Salts or Methide Salts for Electrolytes	13/910,105	June 4, 2013
Low Molecular Weight Salts Combined with Fluorinated Solvents for Electrolytes	13/910,098	June 4, 2013
Fluoroakyl Containing Salts Combined with Fluorinated Solvents for Electrolytes	13/910,108	June 4, 2013
High Performance Lithium or Lithium Ion Cell	6,699,623	March 2, 2004
Electrochemical Cells with Ionic Liquid Electrolyte	13/893,203	May 13, 2013
High Performance Al Cell (LiFSI and LiBETI)	13/842,569	March 15, 2013
Fabrication and Use of Carbon Coated Silicon Monoxide for Lithium Ion Batteries	13/725,506	December 21, 2012
LTO Carbon Coating	13/788,750	March 7, 2013
LTO Gas Treatment	13/788,950	March 7, 2013
Case Neutral Cell Design	13/787,704	March 6, 2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LI IMIDE	85/640,899	June 1, 2012
LI IMIDE	85/473,941	November 16, 2011
LEYDEN ENERGY	4,183,650	July 31, 2012

EXHIBIT D

Mask Works

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