

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eco Power Solutions (USA) Corp.		04/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Altira Technology Fund V L.P.		
Street Address:	1675 Broadway, Suite 2400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3921825	COMPLY 2000	
Registration Number:	3910059	ECO POWER SOLUTIONS ENERGY RECOVERY & EM	
Registration Number:	3831689		
Registration Number:	4040552	LEADING THE WAY IN ENERGY SUSTAINABILITY	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4156932440		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	311760-129 ECO POWER		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	04/04/2014		
Total Attachments: 6 source=ALTIRA IP#page1.tif			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 2, 2014 by and between ALTIRA TECHNOLOGY FUND V L.P. ("Lender") and ECO POWER SOLUTIONS (USA) CORP., a Delaware corporation ("Borrower").

RECITALS

Lender and Borrower are parties to that certain Secured Promissory Note and Security Agreement both of even date herewith (as amended from time to time, the "Loan Documents"). Capitalized terms used herein have the meaning assigned in the Loan Documents. Borrower has granted to Lender a security interest in the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

As collateral security for the full, prompt, complete and final payment and performance when due of all the Secured Obligations, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in and to Borrower's intellectual property (as listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

Upon payment and performance in full of the Secured Obligations, the security interest granted herein shall automatically terminate with respect to all such intellectual property. Upon any such termination, Lender will execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

1266 Furnace Brook Pkwy
Quincy, MA 02169

Attn: Chief Executive Officer

ECO POWER SOLUTIONS (USA) CORP.

By: 

Title: PRESIDENT & CEO

Address of Lender:

1675 Broadway, Suite 2400
Denver, Colorado 80202

ALTIRA TECHNOLOGY FUND V L.P.

By: Altira Management V LLC,
its general partner

By: Altira Group LLC,
its sole managing member

By: _____
Hull McKinnon, a managing member

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

ECO POWER SOLUTIONS (USA) CORP.

1266 Furnace Brook Pkwy
Quincy, MA 02169

By: _____

Title: _____

Attn: Chief Executive Officer

Address of Lender:

ALTIRA TECHNOLOGY FUND V L.P.

1675 Broadway, Suite 2400
Denver, Colorado 80202

By: Altira Management V LLC,
its general partner

By: Altira Group LLC,
its sole managing member

By: *Hull McKinnon*
Hull McKinnon, a managing member

EXHIBIT A

COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
n/a		

EXHIBIT B**PATENTS**

Description	Application Number	Application Date
Heat Recovery and Pollution Abatement Device (US)	Patent No. 6,344,177	4/22/1998
Converting Co2 to An Alcohol (US)	Patent No. 8,084,652	9/15/2010
Converting Co2 to An Alcohol (US)	Patent No. 8,435,331	12/20/2011
Converting Co2 to Alternative Fuel (Argentina)	Serial No. 20100103424	9/20/2010 Pending
Converting Co2 to An Alcohol (China)		9/17/2010 Published/Pending
Converting Co2 to An Alcohol (European Patent Office)		9/17/2010 Published/Pending
Converting Co2 to Alternative Fuel (Gulf Cooperation Council)	Serial No. 2010/16695	9/18/2010 Pending
Converting Co2 to An Alcohol (India)		9/17/2010 Pending
Converting Co2 to An Alcohol (South Korea)		9/17/2010 Pending
Converting Co2 to An Alcohol (Venezuela)	Serial No. 001463-2010	9/20/2010 Published/Pending
Converting Co2 to An Alcohol (Hong Kong)	Serial No. 13104191.4	9/17/2010 Published/Pending
Multi-Pollution Abatement Device and Method (US)	Serial No. 13/827,473	3/14/2013 Published/Pending
Multi-Pollution Abatement Device and Method (WIPO) International App.	Serial No. 13/827,473 PCT/US2013/031666	3/14/2013 Published/Pending
Co2 Capture System and Method (US)	Serial No. 61/866,874	8/16/2013 Pending

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
COMPLY 2000 (and design)	3,921,825	2/22/2011
ECO POWER SOLUTIONS ENERGY RECOVERY & EMISSIONS CONTROL SYSTEMS (and design)	3,910,059	1/25/2011
FLAME DESIGN	3,831,689	8/10/2010
LEADING THE WAY IN ENERGY SUSTAINABILITY & ENVIRONMENTAL CERTAINTY (and design)	4,040,552	1/25/2011