

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300371

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cummins, Inc.		04/02/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ReliOn, Inc.		
<b>Street Address:</b>	15913 East Euclid Avenue		
<b>City:</b>	Spokane		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	99216		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3160293	T-1000	
<b>Registration Number:</b>	3320345	T-2000	
<b>Registration Number:</b>	3012279	I-1000	
<b>Registration Number:</b>	2722895	MODULAR CARTRIDGE TECHNOLOGY	
<b>Registration Number:</b>	2974488	RELION	
<b>Registration Number:</b>	3438505	MODULAR FUEL CELL TECHNOLOGY	
<b>Registration Number:</b>	3387656	RELION	
<b>Registration Number:</b>	2683255	MODULAR CARTRIDGE TECHNOLOGY	
<b>Registration Number:</b>	1942028	PEAJOV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3177133452		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3177133500		
<b>Email:</b>	mrich@taftlaw.com		
<b>Correspondent Name:</b>	Taft Stettinius & Hollister LLP		
<b>Address Line 1:</b>	One Indiana Square		
<b>Address Line 2:</b>	Suite 3500		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	10934-G1042		

CH \$240.00 3160293

<b>NAME OF SUBMITTER:</b>	Stephen F. Rost
<b>SIGNATURE:</b>	/Stephen F. Rost/
<b>DATE SIGNED:</b>	04/04/2014
<b>Total Attachments: 11</b> source=Cummins_Release#page1.tif source=Cummins_Release#page2.tif source=Cummins_Release#page3.tif source=Cummins_Release#page4.tif source=Cummins_Release#page5.tif source=Cummins_Release#page6.tif source=Cummins_Release#page7.tif source=Cummins_Release#page8.tif source=Cummins_Release#page9.tif source=Cummins_Release#page10.tif source=Cummins_Release#page11.tif	

Reference is made to that certain Asset Purchase Agreement dated April 2, 2014, by and among ReliOn, Inc., a Washington corporation (the "Company"), Plug Power Inc., a Delaware corporation ("Plug Power") and Emergent Power Inc., a Delaware corporation ("Purchaser"), pursuant to which Purchaser is acquiring from the Company substantially all of the Company's assets and assuming certain of the Company's liabilities (the "Purchase Agreement"), a copy of which is attached hereto as Exhibit A. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

It is a condition to the closing of the transactions contemplated by the Purchase Agreement that the Cummins' Debt be satisfied in full and that the related liens on the Company's assets be released. In full and complete satisfaction of the Cummins' Debt, the Company has agreed to pay to Cummins, and Cummins has agreed to accept, the APA Consideration.

The Company hereby assigns to Cummins the Company's right to the APA Consideration under the Purchase Agreement (the "Assignment"). In consideration of the Assignment, Cummins hereby acknowledges and irrevocably agrees that the Cummins' Debt is satisfied in full and agrees to the release and termination of any and all Liens granted in respect of the Cummins' Debt and that the Company or the Purchaser, without further notice or consent, may immediately file any UCC termination statements or similar documents evidencing terminations or discharge in respect of the Cummins' Liens granted in respect of the Cummins' Debt.

Cummins and the Company hereby terminate (i) the Option Agreement, by and between the Company and Cummins, dated as of January 10, 2013 (the "Option Agreement") and (ii) the Senior Secured Subordinated Convertible Promissory Note and Security Agreement in favor of Cummins, dated as of January 10, 2013 (the "Subordinated Convertible Promissory Note") and agree that neither party shall have any further rights or obligations under either the Option Agreement or the Convertible Promissory Note, including without limitation, any rights that would otherwise expressly survive termination of such agreements and further agree to execute such further instruments and to take such further action as may be reasonably be necessary to carry out such terminations. Cummins shall return the original Subordinated Convertible Promissory Note to the Company as soon as reasonable practicable, but in no event later than five (5) Business Day after the date hereof.

In consideration of the Assignment and the mutual agreements contained herein, effective as of the Closing Date, Cummins, for itself, and on behalf of Cummins' past, present and future directors, managers, members, officers, employees, agents, subsidiaries, affiliates, attorneys,

representatives, successors and assigns, hereby absolutely, unconditionally and irrevocably RELEASES and FOREVER DISCHARGES (i) the Company and its Subsidiaries, and their respective past, present and future directors, managers, members, officers, employees, agents, subsidiaries, affiliates, attorneys, representatives, successors and assigns (collectively, the "Company Parties"), from the following: all claims (including any derivative claim on behalf of any Person), actions, causes of action, suits, arbitrations, proceedings, debts, liabilities, obligations, sums of money, accounts, covenants, contracts, controversies, agreements, promises, damages, fees, expenses, judgments, executions, indemnification rights, and demands incurred, or in respect of any event occurring or circumstances existing, on or prior to the date hereof (collectively, "Claims") including, but not limited to, those (a) relating to the Cummins' Debt or the Purchase Agreement and (b) of Cummins' in its capacity as an equity holder of the Company and (ii) the Purchaser, a wholly owned subsidiary of Holdco, Emerging Power, Inc., a Delaware corporation ("Holdco" and a wholly owned subsidiary of Plug Power) and Plug Power and their respective past, present and future directors, managers, members, shareholders, officers, employees, agents, subsidiaries, affiliates, attorneys, representatives, successors and assigns (the "Purchaser Parties"), from all Claims relating to the Cummins' Debt and/or the Purchase Agreement. Notwithstanding anything to the contrary contained in this Letter Agreement, nothing shall release the Company Parties and/or the Purchaser Parties regarding Cummins' rights under, (1) this Letter Agreement, (2) the Purchase Agreement (to the extent of the Assignment and Cummins' rights thereunder) and (3) and the License Agreement by and between Cummins and the Purchaser, dated as of the date hereof (the "License Agreement").

In consideration of the mutual covenants contained herein, effective as of the Closing Date, the Company and its Subsidiaries, for themselves, respectively, and on behalf of their respective past, present and future directors, managers, members, shareholders, officers, employees, agents, subsidiaries, affiliates, attorneys, representatives, successors and assigns, hereby absolutely, unconditionally and irrevocably RELEASE and FOREVER DISCHARGE Cummins and its Subsidiaries, and their respective past, present and future directors, managers, members, shareholders, officers, employees, agents, subsidiaries, affiliates, attorneys, representatives, successors and assigns (collectively the "Cummins Parties"), from the following: all Claims, including, but not limited to, those (a) relating to the Cummins' Debt and/or the Purchase Agreement and (b) relating to Cummins' in its capacity as an equity holder of the Company.

In consideration of the mutual agreements contained herein, effective as of the Closing Date, the Purchaser, Holdco and Plug Power, for themselves, respectively, and on behalf of their respective past, present and future directors, managers, members, shareholders, officers, employees, agents, subsidiaries, affiliates, attorneys, representatives, successors and assigns, hereby absolutely, unconditionally and irrevocably RELEASE and FOREVER DISCHARGE the Cummins Parties, from the following: all Claims relating to the Cummins Debt and/or the Purchase Agreement. Notwithstanding anything to the contrary contained in this Letter Agreement, nothing shall release the Cummins Parties regarding the Purchaser Parties rights under, (1) this Letter Agreement, (2) the Purchase Agreement (to the extent of the Assignment) and (3) the License Agreement.

In connection with the issuance of the Shares to Cummins, Cummins hereby represents to Plug Power as of the date hereof:

Private Placement-

Accredited Investor-

This Letter Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to the conflict of laws rules thereof that would result in the application of any other state's laws. This Letter Agreement or any amendment hereto may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute on and the same instrument and may be executed by facsimile signature and each facsimile signature shall be treated in all respects as having this same effect as an original signature.

[Remainder of Page Intentionally Left Blank]

**RELION, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**CUMMINS INC.**

By: \_\_\_\_\_  
Name:  
Title:

**EMERGING POWER INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PLUG POWER INC.**

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Letter Agreement]

Exhibit A

Purchase Agreement


**Error! Unknown document property name.**

**TRADEMARK  
REEL: 005255 FRAME: 0197**



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Agreement as of the date first set forth above.

RELION, INC.

By:   
Name: GARY S. FLOOD  
Title: CEO

Acknowledged and Agreed:

**CUMMINS INC.**

By: \_\_\_\_\_  
Name:  
Title:

**EMERGENT POWER INC.**

By: \_\_\_\_\_  
Name: Andrew Marsh  
Title: President

**EMERGING POWER INC.**

By: \_\_\_\_\_  
Name: Andrew Marsh  
Title: President

**PLUG POWER INC.**

By: \_\_\_\_\_  
Name: Andrew Marsh  
Title: President and Chief Executive Officer

[Signature Page to Letter Agreement]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Agreement as of the date first set forth above.

**RELION, INC.**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:

**CUMMINS INC.**

By: *Thaddeus B. Ewald*  
Name: Thaddeus B. Ewald  
Title: Vice President Corporate Strategy

**EMERGENT POWER INC.**

By: \_\_\_\_\_  
Name: Andrew Marsh  
Title: President

**EMERGING POWER INC.**

By: \_\_\_\_\_  
Name: Andrew Marsh  
Title: President

**PLUG POWER INC.**

By: \_\_\_\_\_  
Name: Andrew Marsh  
Title: President and Chief Executive Officer

[Signature Page to Letter Agreement]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Agreement as of the date first set forth above.

**RELION, INC.**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:


**CUMMINS INC.**

By: \_\_\_\_\_  
Name:  
Title:

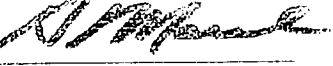
**EMERGENT POWER INC.**

By:   
Name: Andrew Marsh  
Title: President

**EMERGING POWER INC.**

By:   
Name: Andrew Marsh  
Title: President

**PLUG POWER INC.**

By:   
Name: Andrew Marsh  
Title: President and Chief Executive Officer

[Signature Page to Letter Agreement]

Trademarks

<b>Serial Number</b>	<b>Registration Number</b>	<b>Word Mark</b>
78516289	3160293	T-1000
78688988	3320345	T-2000
78428557	3012279	I-1000
78159200	2722895	MODULAR CARTRIDGE TECHNOLOGY
78363156	2974488	RELION
77187638	3438505	MODULAR FUEL CELL TECHNOLOGY
77063296	3387656	RELION
76387939	2683255	MODULAR CARTRIDGE TECHNOLOGY
74471315	1942028	PEAJOV

Patents

U.S. Patent or Publication Ser. No.
US 6030718
US 6096449
US 6218035
US 6383556
US 6387556
US 6428918
US 6467334
US 6468682
US 6497974
US 6620538
US 6630259
US 6703155
US 6703722
US 6716549
US 6743536
US 6745799
US 6773839
US 6805987
US 6806678
US 6811906
US 6828050
US 6858335
US 6939636
US 6982129
US 7049017
US 7056608
US 7056613
US 7326480
US 7722972
US 7833645
US 8003274
US 8026020
US 8192889
US 8597846
US RE39556
US 20080305378
US 20130071698

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