

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ReliOn, Inc.		04/02/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Emergent Power Inc.		
Street Address:	c/o Plug Power Inc.		
Internal Address:	968 Albany Shaker Road		
City:	Latham		
State/Country:	NEW YORK		
Postal Code:	12110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78363156	RELION	
Serial Number:	78428557	I-1000	
Serial Number:	78516289	T-1000	
Serial Number:	78688988	T-2000	
Serial Number:	76387939	MODULAR CARTRIDGE TECHNOLOGY	
Serial Number:	77063296	RELION	
Serial Number:	77187638	MODULAR FUEL CELL TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109-2881		
ATTORNEY DOCKET NUMBER:	101452-230992		

OP \$190.00 78363156

NAME OF SUBMITTER:	Ryan E. Thomas
SIGNATURE:	/RET/
DATE SIGNED:	04/09/2014
Total Attachments: 6 source=Plug Power - ReliOn - Trademark Rights Assignment (EXECUTED)#page1.tif source=Plug Power - ReliOn - Trademark Rights Assignment (EXECUTED)#page2.tif source=Plug Power - ReliOn - Trademark Rights Assignment (EXECUTED)#page3.tif source=Plug Power - ReliOn - Trademark Rights Assignment (EXECUTED)#page4.tif source=Plug Power - ReliOn - Trademark Rights Assignment (EXECUTED)#page5.tif source=Plug Power - ReliOn - Trademark Rights Assignment (EXECUTED)#page6.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 2nd day of April, 2014, by and between ReliOn, Inc., a corporation organized and existing under the laws of Washington, and having a usual place of business at 15913 E. Euclid Ave., Spokane, WA 99216 ("Assignor") and Emergent Power Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at c/o Plug Power Inc., 968 Albany Shaker Road, Latham, NY 12110 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignor hereby warrants that it is the sole owner of the Marks.

To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks

for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: **RELION, INC.**

Signature: _____

Name:

Title:


GARY S. FLOOD
CEO

ASSIGNEE: **EMERGENT POWER INC.**

Signature: _____

Name:

Title:

Andrew Marsh

President

[Signature Page to Trademark Rights Assignment]

TRADEMARK
REEL: 005256 FRAME: 0643

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: **RELION, INC.**

Signature: _____
Name:
Title:

ASSIGNEE: **EMERGENT POWER INC.**


Signature: 
Name: Andrew Marsh
Title: President

Exhibit A

Marks

FILE NUMBER	TITLE	JURISDICTION	SERIAL NO.	FILING DATE	STATUS	ISSUE DATE	TRADEMARK NO./REGISTRATION NO.
<u>RE2-0001AU</u>	<u>RELION + Design</u>	Australia	994783	Mar 23, 2004	Registered	Sep 13, 2004	994783
<u>RE2-0001CA</u>	<u>RELION + Design</u>	Canada	1209867	Mar 16, 2004	Registered	May 9, 2005	639345
<u>RE2-0001CN</u>	<u>RELION + Design</u>	China	5814493	Dec 28, 2006	Registered	Oct 14, 2009	5814493
<u>RE2-0001EM</u>	<u>RELION + Design</u>	Europe – Community Mark	3725256	Mar 24, 2004	Registered	Jun 11, 2005	3725256
<u>RE2-0001IN</u>	<u>RELION + Design</u>	India	1287682	Jun 2, 2004	Registered	Oct 6, 2006	1287682
<u>RE2-0001JP</u>	<u>RELION + Design</u>	Japan	2004027658	Apr 15, 2004	Registered	Jul 30, 2004	4790993
<u>RE2-0001MX</u>	<u>RELION + Design</u>	Mexico	662740	Jun 22, 2004	Registered	Jun 22, 2004	865633
<u>RE2-0001TM</u>	<u>RELION + Design</u>	United States	78363156	Feb 5, 2004	Registered	Jul 19, 2005	2974488
<u>RE2-0001TW</u>	<u>RELION + Design</u>	Taiwan	93013768	Mar 30, 2004	Registered	Jan 1, 2005	1133892
<u>RE2-0002TM</u>	<u>I-1000</u>	United States	78428557	Jun 2, 2004	Registered	Nov 1, 2005	3012279
<u>RE2-0003TM</u>	<u>T-1000</u>	United States	78516289	Nov 12, 2004	Registered	Oct 17, 2006	3160293
<u>RE2-0004BR</u>	<u>T-2000</u>	Brazil	828133042	Feb 8, 2006	Registered	Mar 18, 2008	828133042
<u>RE2-0004TM</u>	<u>T-2000</u>	United States	78688988	Aug 9, 2005	Registered	Oct 23, 2007	3320345
<u>RE2-0005CN</u>	<u>MODULAR CARTRIDGE TECHNOLOGY</u>	China	5814491	Dec 28, 2006	Registered	Oct 14, 2009	5814491
<u>RE2-0006CN</u>	<u>MODULAR CARTRIDGE TECHNOLOGY +</u>	China	5814490	Dec 28, 2006	Registered	Oct 14, 2009	5814490

	<u>Design</u>									
<u>RE2-0006EU</u>	MODULAR CARTRIDGE <u>TECHNOLOGY +</u> <u>Design</u>	Europe	5821129	Apr 10, 2007	Registered	Feb 7, 2008	5821129			
<u>RE2-0006JP</u>	MODULAR CARTRIDGE <u>TECHNOLOGY +</u> <u>Design</u>	Japan	200728193	Mar 30, 2007	Registered	Oct 26, 2007	5085841			
<u>RE2-0006TM</u>	MODULAR CARTRIDGE <u>TECHNOLOGY +</u> <u>Design</u>	United States	76387939	Mar 27, 2002	Registered	Feb 4, 2003	2683255			
<u>RE2-0007CN</u>	<u>RELION</u>	China	5814494	Dec 28, 2006	Registered	Oct 14, 2009	5814494			
<u>RE2-0007TM</u>	<u>RELION</u>	United States	77063296	Dec 13, 2006	Registered	Feb 26, 2008	3387656			
<u>RE2-0008TM</u>	MODULAR FUEL CELL <u>TECHNOLOGY</u>	United States	77187638	May 22, 2007	Registered	May 27, 2008	3438505			