

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leyden Energy (Assignment for the Benefit of Creditors), LLC		06/11/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	A123 Systems LLC		
Street Address:	200 West Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85473941	LI IMIDE	
Serial Number:	86066370	NFI	
CORRESPONDENCE DATA			
Fax Number:	5034594142		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	503-459-4141		
Email:	gardner@ahmrt.com		
Correspondent Name:	Alleman Hall McCoy Russell & Tuttle LLP		
Address Line 1:	806 SW Broadway		
Address Line 2:	Suite 600		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	A12314201		
NAME OF SUBMITTER:	Katherine D. Gardner		
SIGNATURE:	/Katherine D. Gardner/		
DATE SIGNED:	06/23/2014		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made as of June 11, 2014 (the "Effective Date"), by and between LEYDEN ENERGY (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Leyden Energy, Inc. ("Seller"), and A123 SYSTEMS LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of the Effective Date, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights throughout the world, including any and all applications, registrations, and common law marks, logos or other indicia of origin, together with the goodwill of the business associated with and symbolized by same, held by Seller, including those set forth in Schedule A hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment does not affect the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller and Buyer have caused this Trademark Assignment Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

LEYDEN ENERGY (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Leyden Energy, Inc.

By: 

Name: MICHAEL A MANDY

Title: mgr.

123 SYSTEMS LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Seller and Buyer have caused this Trademark Assignment Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

LEYDEN ENERGY (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Leyden Energy, Inc.

By: _____

Name: _____

Title: _____

A 123 SYSTEMS LLC

By:  _____

Name: JASON FORCIER

Title: CEO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

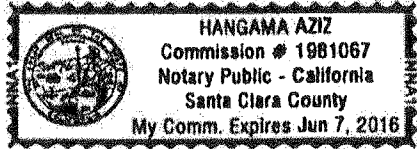
State of California

County of Santa Clara }

On 6-11-14 before me, Hangama Aziz, Notary Public

personally appeared Michael A. Mandy

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Hangama Aziz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

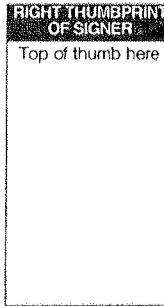
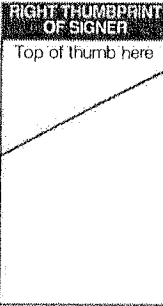
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Individual
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer Is Representing: _____

Schedule A

Trademarks

1

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>
85473941	4415360	LI IMIDE
86066370		Nfi