

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acumentrics Holding Corporation		08/27/2014	CORPORATION: DELAWARE
Acumentrics SOFC Corporation	FORMERLY Acumentrics Corporation	08/27/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	CapX Fund IV, L.P.		
Street Address:	10 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2186305	ACUMENTRICS	
Registration Number:	4556852	RUPS	
Registration Number:	4556853	FLO-THRU	
Registration Number:	4414062	TRUSTED POWER INNOVATIONS	
CORRESPONDENCE DATA			
Fax Number:	8883259116		
<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>			
Email:	jdavis@edwardswildman.com		
Correspondent Name:	Jessica Davis		
Address Line 1:	2800 Financial Plaza		
Address Line 2:	Edwards Wildman Palmer LLP		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	3D0191.00027		
NAME OF SUBMITTER:	Jessica Davis		
SIGNATURE:	/JDavis/		
DATE SIGNED:	09/17/2014		

CH \$115.00 2186305

Total Attachments: 6

source=CapX - Acumentrics Loan - Patent and Trademark Security Agreement (Executed 8-27-14)#page1.tif

source=CapX - Acumentrics Loan - Patent and Trademark Security Agreement (Executed 8-27-14)#page2.tif

source=CapX - Acumentrics Loan - Patent and Trademark Security Agreement (Executed 8-27-14)#page3.tif

source=CapX - Acumentrics Loan - Patent and Trademark Security Agreement (Executed 8-27-14)#page4.tif

source=CapX - Acumentrics Loan - Patent and Trademark Security Agreement (Executed 8-27-14)#page5.tif

source=CapX - Acumentrics Loan - Patent and Trademark Security Agreement (Executed 8-27-14)#page6.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of August 27, 2014, is made by Acumentrics Holding Corporation, a Delaware corporation ("*Holdings*"), and Acumentrics SOFC Corporation, formerly known as Acumentrics Corporation (collectively with Holdings, the "*Grantors*") in favor of CapX Fund IV, L.P., a Delaware limited partnership ("*Lender*").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), among the Grantors, the other loan parties from time to time party thereto (collectively with the Grantors, the "*Loan Parties*"), and Lender, Lender has agreed to extend credit and make certain financial accommodations to the Loan Parties;

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantors have granted to Lender a security interest and continuing lien on all of the Grantors' right, title and interest in, to and under all Collateral, including the Patents and Trademarks (each as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations under the Loan Agreement;

WHEREAS, the parties to the Loan Agreement contemplate and intend that Lender shall have all rights of a secured party in and to the Patents, the Trademarks and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantors' right, title and interest in the Patents and the Trademarks; and

WHEREAS pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement. In addition, the below terms shall be defined as follows:

(a) "*Patents*" means all of the Grantors' right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Schedule A.

(b) "*Trademarks*" means all of the Grantors' right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Schedule B.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to Lender a security interest in all of its right, title and interest in, to and under all of the Patents and Trademarks, in each case whether now owned or hereafter acquired.

SECTION 3. Security for Obligations. This Agreement secures, and the Patents and the Trademarks are collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

SECTION 4. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patents and the Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

SECTION 5. Recordation. Each Grantor hereby authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

SECTION 6. Miscellaneous. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be executed by its duly authorized officer as of the date first set forth above.

ACUMENTRICS HOLDING CORPORATION

By: _____

Name: **JOHN C. CERULLI**
Title: **SR. V.P./CFO**

ACUMENTRICS SOEC CORPORATION,
formerly known as Acumentrics Corporation

By: _____

Name: **JOHN C. CERULLI**
Title: **SR. V.P./CFO**

AGREED AND ACCEPTED
As of the date first set forth above:

CAPX FUND IV, L.P.

By: CapX Partners IV, L.L.C.,
its General Partner

By: CapX Management Corp., _____
its Manager

By: _____
Name: Jeffrey S. Pfeffer
Its: President

IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be executed by its duly authorized officer as of the date first set forth above.

ACUMENTRICS HOLDING CORPORATION

By: _____
Name:
Title:

ACUMENTRICS SOFC CORPORATION,
formerly known as Acumentrics Corporation

By: _____
Name:
Title:

AGREED AND ACCEPTED
As of the date first set forth above:

CAPX FUND IV, L.P.

By: CapX Partners IV, L.L.C.,
its General Partner

By: CapX Management Corp.,
its Manager

By: _____
Name: Jeffrey S. Pfeffer
Its: President

SCHEDULE A

PATENTS:

Country	Title	Patent Number	Issue Date
US	Solid Oxide Fuel Cell Structures	5827620	10/27/1998
US	Low Inductance Capacitor	6278603	8/21/2001
US	Fuel Cell Power Generating System	6358640	3/19/2002
US	Integrated Solid Oxide Fuel Cell and Reformer	6492050	12/10/2002
US	Fuel Cell Power Generating System	6696187	6/27/2002
US	Horizontal Fuel Cell Tube System and Methods	6841284	1/11/2005
US	Electrode-Supported Solid State Electrochemical Cell	7659025	2/9/2010
US	Segmented Transmission for Broadcast Message Using Multiple Antennas	8416802	4/9/2013
US	Method and System for Modifying Operation According to Detected Orientation	8433454	4/30/2013
US	Integral Reactor System and Method for Fuel Cells	8586252	11/19/2013
US	Interconnection of Bundled Solid Oxide Fuel Cells	8628891	1/14/2014
US	Fuel Cell Stacking and Sealing	8658327	2/25/2014
US	Power Supply Enclosure	D446498	8/14/2001
US	Power Supply Enclosure	D456353	4/30/2002
US	Fuel Cell System Enclosure	D462050	8/27/2002

PATENT APPLICATIONS:

Country	Title	Serial Number/ Application Number	Filing Date
US	Architectures for Electrochemical Systems (<i>still under inventor names</i>)	12/526008	11/11/2010
US	Integral Reactor System and Method for Fuel Cells	14/077728	11/12/2013

SCHEDULE B

REGISTRATIONS:

Country	Mark	Registration Number	Registration Date
US	ACUMENTRICS	2186305	9/1/1998
US	RUPS	4556852	6/24/2014
US	FLO-THRU	4556853	6/24/2014
US	TRUSTED POWER INNOVATIONS	4414062	10/8/2013