

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINDSAIL CAPITAL III, LLC		10/01/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	PROTONEX TECHNOLOGY CORPORATION		
Street Address:	420 Maple Street, #15		
City:	Marlborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01752		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3999220	THE NEXT GENERATION OF PORTABLE POWER	
Registration Number:	3885459	PROTONEX	
Serial Number:	77379301	QUANTUM	
CORRESPONDENCE DATA			
Fax Number:	2129737012		
<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:	212-297-2417		
Email:	rosterweil@daypitney.com		
Correspondent Name:	Ryan S. Osterweil		
Address Line 1:	7 Times Square, 20th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	173760.000310		
NAME OF SUBMITTER:	Ryan S. Osterweil		
SIGNATURE:	/Ryan S. Osterweil/		
DATE SIGNED:	10/01/2015		
Total Attachments: 9			
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**TERMINATION AND RELEASE OF PATENT
AND TRADEMARK SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of October , 2015, is by and between Protonex Technology Corporation, a Delaware corporation (the "Company"), and WindSail Capital III, LLC (the "Lender").

WHEREAS, the Company and the Lender are parties to that certain Loan and Security Agreement, dated as of March 8, 2013 (the "Loan and Security Agreement"), pursuant to which the Lender agreed to make a certain loan to the Company, and the Company granted to the Lender a security interest in all of its assets; and

WHEREAS, in order to evidence the security interest granted to the Lender in any patents, patent applications, trademarks and trademark applications and to record such security interest with the United States Patent and Trademark Office (the "USPTO"), the Company and the Lender entered into a certain Patent and Trademark Security Agreement, dated as of March 8, 2013 (the "Patent and Trademark Security Agreement");

WHEREAS, the Patent and Trademark Security Agreement was recorded with the Patent division of the USPTO on March 11, 2013, at Reel 29964, Frame 733 against the Patents listed on **Exhibit A** hereto; and

WHEREAS, the Patent and Trademark Security Agreement was recorded with the Trademark division of the USPTO on March 11, 2013 at Reel 4979, Frame 0526 against the Trademarks listed in **Exhibit B** attached hereto; and

WHEREAS, in connection with the payment by the Company of all amounts owed to the Lender under the Loan and Security Agreement, the Company has requested that the Lender execute and deliver this Agreement, and the Lender has agreed to do so;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination of Collateral Assignment. The Company and the Lender hereby agree that the Patent and Trademark Security Agreement is terminated and deemed of no further force or effect and that the Company shall have no further obligation thereunder.

2. Release of Security Interest.

(a) The Lender hereby terminates, cancels, discharges and releases any and all liens and security interests in and to the Patents and Trademarks, as defined in the Patent and Trademark Security Agreement.

(b) The Lender hereby reassigns, grants and conveys to the Company, without any representation, recourse or undertaking by the Lender, all of the Lender's right, title and interest in and to the Patents and Trademarks.

(c) The Lender represents and warrants that it has not recorded or otherwise evidenced its lien and/or security interest with respect to any patents or patent applications or trademarks or trademark applications owned by the Company, other than those set forth on Exhibit A and Exhibit B attached hereto, in any jurisdiction throughout the world.

3. Filing and Recording. The Lender hereby authorizes the Company to file and record this Agreement with the USPTO.

4. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Further Assurances. The Lender agrees to take all further actions, and provide to the Company, the Company's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Company to more fully and effectively effectuate the purposes of this Agreement.


6. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

**** *Signature Pages Follow* ****

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

PROTONEX TECHNOLOGY
CORPORATION

WINDSAIL CAPITAL III, LLC

By: 
Name: Paul Osenar
Title: Chief Executive Officer


By: 
Name: Michael Rand
Title: Managing Director

EXHIBIT A

Patents

Patent Applications

Patent / Patent Application Name	Date Filed	Pat. No.	App. Serial No.	Publication No.
Electrochemical Polymer Electrolyte Membrane Cell Stacks And Manufacturing Methods Thereof	7/18/2001	6946210	09/908359	20020068212
Electrochemical Polymer Electrolyte Membrane Cell Stacks And Manufacturing Methods Thereof	9/16/2005	7482086	11/229087	20060024545
One-Shot Fabrication Of Membrane Based Electrochemical Cell Stacks	10/22/2002	7306864	10/278057	20030096153
One-Shot Fabrication Of Membrane Based Electrochemical Cell Stacks	11/6/2007	8232015	11/982916	20080160377
Channel-Based Electrochemical Cassettes	10/22/2004	7687181	10/971356	20050244703
Liquid Electrochemical Cell Stacks And Manufacturing Methods For Same	3/21/2005	7374837	11/086962	20060057436
Membrane Based Electrochemical Cell Stacks	1/4/2006	7695846	10/535559	20060127735
Externally Manifoldded Membrane Based Electrochemical Cell Stacks	2/27/2004	7052796	10/789385	20040247982
Insert-Molded, Externally Manifoldded, One-Shot Sealed	4/10/2006	7879507	11/401785	20070238004

Patent / Patent Application Name	Date Filed	Pat. No.	App. Serial No.	Publication No.
Membrane Based Electrochemical Cell Stacks				
Insert-Molded, Externally Manifolde d , Sealed Membrane Based Electrochemical Cell Stacks	4/10/2007	7887974	11/784941	20070248866
Insert-Molded, Externally Manifolde d , Sealed Membrane Based Electrochemical Cell Stacks	4/10/2007	7914947	11/786082	20070245547
Fuel Cell Stacks And Methods	6/28/2007	8580457	11/823759	20090004547
Fuel Cell Stacks And Methods	6/28/2007	8124292	11/823743	20090004519
Method And Apparatus For Separating Liquid Droplets From A Fluid Flow Stream	6/13/2006	7618471	11/452451	20070287052
Portable Fuel Cell System	7/10/2006	7476455	11/484514	20080008914
Fuel Processor For Fuel Cell Systems	1/7/2008	n/a	12/006893	20080187797
Membrane Support Module For Permeate Separation In A Fuel Cell	9/16/2008	8465569	12/283807	20100064887
Fuel Processor For Fuel Cell Systems	4/10/2009	8557451	12/422061	20100261074
System For Hydrogen Generation	1/7/2000	6534033	09/479362	n/a
System For Hydrogen Generation	8/11/2003	7220290	10/638651	20040033194
Portable Hydrogen Generator	7/6/2001	6932847	09/900625	20030037487

Patent / Patent Application Name	Date Filed	Pat. No.	App. Serial No.	Publication No.
Hydrogen Generator	7/7/2005	7530931	11/175260	20050268555
Differential Pressure-Driven Borohydride Based Generator	7/11/2001	7316718	09/902899	20030009942
Method And System For Generating Hydrogen By Dispensing Solid And Liquid Fuel Components	4/2/2002	7282073	10/115269	20040047801
Hydrogen Gas Generation System	2/5/2003	7105033	10/359104	20040148857
Hydrogen Gas Generation System	6/21/2006	7540892	11/471582	20060236606
Hydrogen Generating Fuel Cartridge With Volume Exchange Configuration	9/15/2006	8372168	11/521351	20070062115
Techniques For Packaging And Utilizing Solid Hydrogen-Producing Fuel	3/26/2008	8586261	12/078034	20090017348
Compositions, Devices And Methods For Hydrogen Generation	8/23/2007	8268028	11/892515	20080241613
Compositions, Devices And Methods For Hydrogen Generation	8/9/2012	9056770	13/570859	20120328478
Compositions, Devices And Methods For Hydrogen Generation	8/9/2012	9061910	13/570891	20120328491
System For Hydrogen Generation	8/20/2002	7083657	10/223871	20040035054
Hydrogen Generator	11/5/2003	7323148	10/701692	20040120889
Systems And Methods For Generating Hydrogen Gas	3/6/2008	8381766	12/043386	20090020174

Patent / Patent Application Name	Date Filed	Pat. No.	App. Serial No.	Publication No.
Hydrogen Generation Systems	3/6/2008	n/a	12/043444	20090047185
Method For Connecting Tubular Solid Oxide Fuel Cells And Interconnects For Same	8/24/2007	n/a	11/895333	20090050680
Solid Oxide Fuel Cell Systems With Hot Zones And Two-Stage Tail Gas Combustors	1/4/2008	8197976	12/006688	20090176136
Solid Oxide Fuel Cell Systems With Hot Zones Having Improved Reactant Distribution	2/6/2009	8304122	12/367168	20100203399
Solid Oxide Fuel Cell Systems With Hot Zones Having Improved Reactant Distribution	10/4/2012	8766246	13/654054	20130040216
Thin Film Vaporizer	11/3/2009	8495973	12/611851	20110104587
Desulfurization Apparatus With Individually Controllable Heaters.	10/7/2004	7344686	10/961480	20060076270
Portable Power Manager	6/15/2010	8775846	12/815994	20120151240
Power Network Manager Operating Methods	6/15/2010	8638011	12/816080	20110006603
Power Managers And Methods For Operating Power Managers	9/14/2012	8633619	13/620086	Unpublished
Portable Power Manager Enclosure	6/15/2010	n/a	12/816325	20110007491
Portable Power Manager Enclosure	6/15/2010	D640192	29/363833	n/a
Portable Power Manager Enclosure	6/20/2011	D657309	29/394688	n/a

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Patent / Patent Application Name	Date Filed	Pat. No.	App. Serial No.	Publication No.
Portable Power Manager Enclosure	2/27/2012	D706711	29/414239	n/a
Portable Electronic Device Carrier With Electronic Interface For Recharging Device Battery	9/28/2012	n/a	61/707027	Provisional
Cross-Flow Filtration Cassettes And Methods For	3/19/2003	7094346	10/392076	20030178358
Cross-Flow Filtration Cassettes And Methods For Fabrication Of Same	10/28/2004	7297269	10/976374	20050173330

EXHIBIT B

Trademarks

Trademark Applications

Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods
THE NEXT GENERATION OF PORTABLE POWER	Reg. No. 3,999,220	8/24/2006 7/19/2011	<p>"Fuel cartridges containing solid and liquid fuels sold for use as part of an energy system," in Class 4;</p> <p>"Fuel cells; portable power systems, primarily composed of fuel cells, fuel reformers and power managers, for commercial and military use," in Class 9; and</p> <p>"Energy reactors, namely, chemical energy reactors," in Class 11.</p>
 Protonex	Reg. No. 3,885,459	8/24/2006 12/7/2010	<p>"Fuel cartridges containing solid and liquid fuels sold for use as part of an energy system," in Class 4;</p> <p>"Fuel cells; portable power systems, primarily composed of fuel cells, fuel reformers and power managers, for commercial and military use," in Class 9; and</p> <p>"Energy reactors, namely, chemical energy reactors," in Class 11.</p>
QUANTUM	App. No. 77/379,301	8/14/2012 N/A	<p>"Energy reactors, namely, chemical energy reactors," in Class 11.</p>

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