

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westport Power Inc.		01/11/2016	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Pangea Two Management LP		
Street Address:	c/o Cartesian Capital Group		
Internal Address:	505 Fifth Avenue, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86111920	WESTPORT ICE PACK	
Serial Number:	85928108	WESTPORT WING POWER SYSTEM	
Registration Number:	3986041	WESTPORT	
Registration Number:	4400745	WESTPORT WING	
CORRESPONDENCE DATA			
Fax Number:	4032657219		
<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:	pinsentl@bennettjones.com		
Correspondent Name:	LORRAINE PINSENT		
Address Line 1:	4500, 855 - 2nd Street S.W.		
Address Line 4:	Calgary, Alberta, CANADA T2P 4K7		
ATTORNEY DOCKET NUMBER:	WESTPORT		
NAME OF SUBMITTER:	Lorraine Pinsent		
SIGNATURE:	/Lorraine Pinsent/		
DATE SIGNED:	01/14/2016		
Total Attachments: 7			
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GRANT OF SECURITY INTEREST

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 11, 2016, is made by Westport Power Inc., a company with offices at #1600-925 West Georgia Street, Vancouver, British Columbia (the "Grantor"), in favor of Pangea Two Management, LP, as Secured Party (the "Agent") for the Purchasers (as defined in the Investment Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Investment Agreement, dated as of January 11, 2016, among Westport Innovations Inc., a corporation incorporated under the laws of Alberta ("Westport Innovations") and Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Investment Agreement"), the Purchasers have agreed to purchase certain assets from Westport Innovations upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Investment Agreement, the Grantor has executed and delivered a Security Agreement, dated as of January 11, 2016 in favor of the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Purchasers a continuing security interest in the Intellectual Property Collateral, including, without limitation, the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Purchasers to enter in to the Investment Agreement with Westport Innovations, the Grantor agrees, for the benefit of the Agent and the Purchasers, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or, if not defined therein, the Investment Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Purchasers to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the

Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Purchasers thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall govern.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Purchasers with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WESTPORT POWER INC.

By: _____

Name: _____
Title: _____

PANGEA TWO MANAGEMENT, LP
as Agent

By: _____

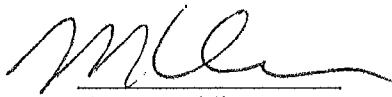
Name: _____
Title: _____

By: _____

Name: _____
Title: _____

STATE OF British)
COUNTY OF Columbia) ss

On the 13 day of Jan, 2016, before me personally came Salman Manki, who is personally known to me to be the Chief Legal Officer of by Westport Power Inc., a company with offices at #1600-925 West Georgia Street, Vancouver, British Columbia; who, being duly sworn, did depose and say that she/he is the Chief Legal Officer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Michael A. Klose
BCLS #: 505316

Notary Public
(PLACE STAMP AND SEAL ABOVE)

STATE OF)
COUNTY OF) ss

On the ___ day of _____, 2016, before me personally came _____, who is personally known to me to be the _____ of Pangea Two Management, LP, who, being duly sworn, did depose and say that she/he is the _____ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

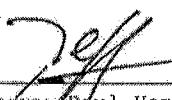
Notary Public
(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WESTPORT POWER INC.


By: _____
Name:
Title:

PANGAEA TWO MANAGEMENT, LP
as Agent

By:  _____
Name: Paul Hong
Title: Authorized Signatory of Pangaea Two Admin GP, LLC, the general partner of the signatory


State of New York)
) ss. :
County of New York)

On the 14th day of January in the year 2016 before me personally came Paul Hong, who is personally known to me to be an authorized signatory of Pangaea Two Admin GP, LLC, who, being duly sworn, did depose and say that he is an authorized signatory of Pangaea Two Admin GP, LLC, which is described in and which executed the foregoing instrument as general partner of Pangaea Two Management, LP; that he executed and delivered said instrument pursuant to authority given by the Managing Member of Pangaea Two Admin GP, LLC; and that he acknowledged said instrument to be the free act and deed of Pangaea Two Admin GP, LLC and Pangaea Two Management, LP.


KATHLEEN HEGIERSKI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01HE6155794
Qualified in New York County
My Commission Expires November 20, 2018

Schedule A

Trademarks

TM Record	Mark/Name	Design	App. No./Reg. No.	Status/Status Date	Owner
US Federal Q1 uf 1	WESTPORT ICE PACK	WESTPORT ICE PACK.	SN: 86111920	Pending - Suspended December 18, 2014	Westport Power Inc. (Canada Corp.) Suite 101 1750 West 75th Avenue Vancouver V6p6g2 Canada
US Federal Q1 uf 2	WESTPORT WING POWER SYSTEM and Design		SN: 85928108	Pending - Suspension Inquiry Mailed October 7, 2015	Westport Power Inc. (Canada Corp.) Suite 101 1750 West 75th Avenue Vancouver V6p6g2 Canada
US Federal Q1 uf 3	WESTPORT	WESTPORT	RN: 3986041 SN: 77306649	Registered June 28, 2011	Westport Power Inc. (Canada Corp.) 101-1750 West 75th Avenue Vancouver V6p6g2 Canada
US Federal Q1 uf 4	WESTPORT WING	WESTPORT WING	RN: 4400745 SN: 85462786	Registered September 10, 2013	Westport Power Inc. (Canada Corp.) Suite 101 1750 West 75th Avenue Vancouver V6p6g2 Canada