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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM389361

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GENERATE LENDING, LLC		06/24/2016	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	PLUG POWER INC.	
Street Address:	968 Albany Shaker Road	
City:	Latham	
State/Country:	NEW YORK	
Postal Code:	12110	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark	
Registration Number:	2929578	GENSYS	
Registration Number:	2783256	GENCORE	
Registration Number:	3869852	GENDRIVE	
Registration Number:	2362565	PLUG POWER	
Registration Number:	2729568	PLUG POWER FUEL CELL SYSTEMS	
Registration Number:	2729567	PLUG POWER	
Registration Number:	4839566	GENKEY	
Registration Number:	4839555	GENFUEL	
Registration Number:	4839554	GENCARE	

#### CORRESPONDENCE DATA

**Fax Number:** 2123553333

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.

**Phone:** 2124597136

Email: tbennett@goodwinprocter.com

Correspondent Name: Tracey D. Bennett

Address Line 1: c/o Goodwin Procter LLP

Address Line 2: 620 8th Ave.

Address Line 4: New York, NEW YORK 10018

TRADEMARK
REEL: 005822 FRAME: 0735

ATTORNEY DOCKET NUMBER:	101452.199114	
NAME OF SUBMITTER:	Tracey D. Bennett	
SIGNATURE:	/s/Tracey D. Bennett	
DATE SIGNED:	06/27/2016	
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## **Total Attachments: 3**

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TRADEMARK REEL: 005822 FRAME: 0736

#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 24<sup>th</sup> day of June, 2016 (the "Release Date") by GENERATE LENDING, LLC (the "Secured Party"), for the benefit of Plug Power Inc., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor has entered into that certain IP Security Agreement (Trademarks), dated as of March 21, 2016 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Grantor pledged and granted to the Secured Party a continuing security interest in, lien on and right of set-off against, all of the Grantor's right, title and interest in and to the United States trademarks and trademark applications described on Schedule 1 attached hereto (the "Trademark Collateral"); and

WHEREAS, Secured Party has filed with the United States Patent & Trademark Office (the "<u>USPTO</u>") notices of security interests in the Trademark Collateral; and

WHEREAS, the Grantor has paid all outstanding amounts currently owing under the Security Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

- 1. <u>Release of Security Interest</u>. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademark Collateral granted by the Grantor under the Security Agreement.
- 2. <u>Recordation of Release</u>. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.
- 3. <u>Further Actions</u>. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, <u>provided</u> that all such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.
- 4. <u>Capitalized Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

[Signature pages follow]

ACTIVE/86021607.1 28726471v1 IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

## **SECURED PARTY**

GENERATE LENDING, LLC

By Matau Friedma

Name: Wattan Friedman

Title: c10

# Schedule I

# **Trademark Collateral**

# REGISTERED TRADEMARKS AND APPLICATIONS

Grantor	<u>Trademark</u>	Registration Date/Application Date	Registration Number/Application Number
Plug Power Inc.	GENSYS	3/1/2005	2929578
Plug Power Inc.	GENCORE	11/11/2003	2783256
Plug Power Inc.	GENDRIVE	11/2/2010	3869852
Plug Power Inc.	PLUG POWER	6/27/2000	2362565
Plug Power Inc.	₹plug p≲wer	6/24/2003	2729568
Plug Power Inc.	glug paver	6/24/2003	2729567
Plug Power Inc.	GENKEY	10/27/2015	4,839,566
Plug Power Inc.	GENFUEL	10/27/2015	4,839,555
Plug Power Inc.	GENCARE	10/27/2015	4,839,554

**RECORDED: 06/27/2016** 

TRADEMARK REEL: 005822 FRAME: 0739