

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERATE LENDING, LLC		06/27/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EMERGENT POWER INC.		
Street Address:	c/o Plug Power Inc.		
Internal Address:	968 Albany Shaker Road		
City:	Latham		
State/Country:	NEW YORK		
Postal Code:	12110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3320345	T-2000	
Registration Number:	3160293	T-1000	
Registration Number:	2683255	MODULAR CARTRIDGE TECHNOLOGY	
Registration Number:	3387656	RELION	
Registration Number:	3012279	I-1000	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	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		
ATTORNEY DOCKET NUMBER:	101452.199114		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		

OP \$140.00 3320345

DATE SIGNED:	06/27/2016
Total Attachments: 3 source=Emergent TM Release#page1.tif source=Emergent TM Release#page2.tif source=Emergent TM Release#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made this 27th day of June, 2016 (the “Release Date”) by GENERATE LENDING, LLC (the “Secured Party”), for the benefit of Emergent 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 “USPTO”) 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. Release of Security Interest. 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. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.
3. Further Actions. 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, provided 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. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

[Signature pages follow]

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

DocuSigned by:
By: Matan Friedman
Name: CD1B94D8C4BE47C Matan Friedman
Title: CIO

Schedule I

Trademark Collateral

REGISTERED TRADEMARKS AND APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Date/Application Date</u>	<u>Registration Number/Application Number</u>
Emergent Power Inc.	T-2000	10/23/2007	3320345
Emergent Power Inc.	T-1000	10/17/2006	3160293
Emergent Power Inc.	MODULAR CARTRIDGE TECHNOLOGY + Design	2/4/2003	2683255
Emergent Power Inc.	RELION	2/26/2008	3387656
Emergent Power Inc.	I-1000	11/1/2005	3012279