

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INI Power Systems, Inc.		07/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Corbel Structured Equity Partners, L.P.		
Street Address:	12400 Wilshire Blvd., Suite 645		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4313615	TRINITY	
Registration Number:	4433319	INTELLIGEN	
Registration Number:	4795555	OMNIVORE	
CORRESPONDENCE DATA			
Fax Number:	8602402834		
<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:	8602402834		
Email:	nicole.pappa@morganlewis.com		
Correspondent Name:	Nicole Pappa		
Address Line 1:	One State Street		
Address Line 4:	Hartford, CONNECTICUT 06037		
NAME OF SUBMITTER:	Nicole Pappa		
SIGNATURE:	/Nicole Pappa/		
DATE SIGNED:	07/21/2016		
Total Attachments: 9			
source=Trademark Security Agreement#page1.tif			
source=Trademark Security Agreement#page2.tif			
source=Trademark Security Agreement#page3.tif			
source=Trademark Security Agreement#page4.tif			

OP \$90.00 4313615

source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif
source=Trademark Security Agreement#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 7, 2016 (as amended, restated or otherwise modified, the “**Trademark Security Agreement**”), is entered into by and between **INI POWER SYSTEMS, INC.**, a Delaware corporation (the “**Grantor**”) and **CORBEL STRUCTURED EQUITY PARTNERS, L.P.**, in its capacity as the administrative agent on behalf and for the benefit of the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Securities Purchase Agreement, dated as of July 7, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Securities Purchase Agreement**”), by and among the Grantor, the Purchasers named therein (the “**Purchasers**”) and the Agent, the Grantor issued and sold to the Purchasers \$8,000,000 in aggregate principal amount of its 14.00% Senior Secured Notes due July 7, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Notes**”; such term to include all notes issued in substitution thereof or in exchange therefor);

WHEREAS, as a condition to the agreement of the Purchasers to enter into the Securities Purchase Agreement and purchase the Notes, the Grantor has executed and delivered to the Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of July 7, 2016 (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the “**Security Agreement**”) between the Grantor, the other grantors party thereto from time to time and the Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement (directly or indirectly by reference to the Securities Purchase Agreement).

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor unconditionally grants, assigns, and pledges to Agent, for the benefit of the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing (collectively, “**Trademarks**”), including, but not limited to: (i) the registrations and applications referred to on **Schedule I** hereto, (ii) all extensions or renewals of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License (as defined below) and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder) including those referred to on **Schedule I** hereto (collectively, “**Trademark Licenses**”);

(c) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit; and

(d) to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

SECTION 3. Security Agreement.

(a) This Trademark Security Agreement secures, and the Trademark Collateral is 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 (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations, whether now existing or hereafter arising.

(b) The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of Secured Parties, pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Authorization to Supplement. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to Agent with respect to any such new Trademarks in accordance with the terms of the Security Agreement. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending **Schedule I** to include any such new Trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark

Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on **Schedule I**.

SECTION 5. Applicable Law. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD FOR PRINCIPLES OF CONFLICTS OF LAWS.

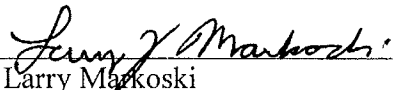
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement and the other Note Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of Page Intentionally Left Blank.]

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

GRANTOR:

INI POWER SYSTEMS, INC.

By: 
Name: Larry Markoski
Title: Chairman and President

[Signature page to Trademark Security Agreement - INI Power]

TRADEMARK
REEL: 005838 FRAME: 0430

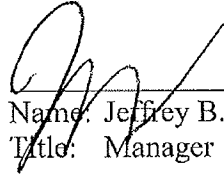
Accepted and Agreed:

**CORBEL STRUCTURED EQUITY PARTNERS,
L.P., as Agent**

By: Corbel Capital Advisors, LLC,
its General Partner

By: Corbel Management, LLC
its Manager

By:



Name: Jeffrey B. Schwartz

Title: Manager

[Signature page to Trademark Security Agreement - INI]

**TRADEMARK
REEL: 005838 FRAME: 0431**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

INI POWER SYSTEMS, INC. MARKS PORTFOLIO				
TITLE	APPLICATION DATE	REGISTRATION	TYPE	CONTEXT
TRINITY	3/31/2011	4313615	Registered Trademark	Series of alternative energy products
INTELLIGEN	4/12/2012	4433319	Registered Trademark	Flex-fuel generators
OMNIVORE	8/30/2012	4795555	Registered Trademark	Engine Technology
ALLY	5/13/2015	N/A	Trademark in Use	Austere Lightweight Lithium-ion hYbrid
ACES	N/A	N/A	Trademark in Use	Assisted Cycle hybrid Energy System
ALLIES	N/A	N/A	Trademark in Use	Advanced Low profile Light weight Integrated Expeditionary Solar kit
ASKR	N/A	N/A	Trademark in Use	Auto Start Kit Remote
				Advanced carburetor system providing closed loop air to fuel ratio control on small engines providing fuel injection like performance without the added cost and complexity
KLEANCARB	N/A	N/A	Trademark in Use	
UPAK	N/A	N/A	Trademark in Use	Universal Propane Adapter Kit
XRT	N/A	N/A	Trademark in Use	eXtended Run fuel Tank

TRADEMARK LICENSES

Trademark Coexistence Agreement, dated March of 2016, by and between ComAp a.s., a Czech Republic company and INI, which governs the use of the trademark "INTELLIGEN" owned by INI (see attached).

TRADEMARK COEXISTENCE AGREEMENT

This Trademark Coexistence Agreement ("Agreement") is executed this 1st day of March 2016, by and between ComAp a.s., a Czech Republic company having an address of Kunderatka 2359/17 CZ-180 00 Praha 8 CZECH REPUBLIC, ID No.: 161 88 667 ("ComAp"), and INI Power Systems, Inc., a Delaware corporation having an address of 175 Southport Drive, Suite 100, Morrisville, NC 27560 ("INI") (collectively the "Parties", each individually a "Party").

WHEREAS, ComAp owns the extension of protection to the United States for the INTELLIGEN mark, Reg. No. 4,303,438 for use in connection with "electric and electronic control and monitoring systems comprising electrical controllers, programmable electronic controllers, and software used to monitor and control power generators, used for emergency power sources, for standby power sources, and for cogeneration combined heat and power (CHP) units" in Class 9 filed March 19, 2012 and registered on March 19, 2013 (the "ComAp Mark");

WHEREAS, INI owns the United States trademark registration for the INTELLIGEN mark, Reg. No. 4,433,319 for use in connection with "generators for electricity" in Class 7 filed April 12, 2012, Registered November 12, 2013 and claiming a first use in commerce of at least as early as June 30, 2011 (the "INI Mark");

WHEREAS, ComAp sent a letter to INI on December 14, 2015 objecting to INI's use and registration of the INTELLIGEN mark and contending that the use was likely to cause confusion with the ComAp Mark and INI disputes ComAp's assertions;

WHEREAS, the Parties wish to resolve this dispute, avoid consumer confusion and provide for the peaceable coexistence of their respective marks;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Within five (5) days of the Effective Date, INI agrees to amend the description of goods in its registration for the INTELLIGEN mark, Reg. No. 4,433,319 to read as follows:

Class 9 - generators of electricity, namely, stand-alone generators for recharging batteries and portable electronic devices

2. INI agrees not to use its INTELLIGEN mark in connection with electrical controllers sold as individual components for use or incorporation in other devices.
3. INI acknowledges that it is familiar with the goods with which ComAp uses the INTELLIGEN mark as of the Effective Date and does not believe ComAp's use of the INTELLIGEN mark in connection with such goods is likely to cause confusion.
4. ComAp acknowledges that it is familiar with the goods with which INI uses the INTELLIGEN mark as of the Effective Date and does not believe INI's use of the INTELLIGEN mark in connection with such goods is likely to cause confusion.
5. So long as ComAp's use of the ComAp Mark is consistent with the terms of this Agreement and the description of goods in the extension of protection to the United States for the INTELLIGEN mark, INI agrees not to challenge, cancel, oppose or object to ComAp's use of the ComAp Mark. So long as INI's use of the INI Mark is consistent with the terms of this Agreement and the description of goods

in the registration for the INTELLIGEN mark (as amended), ComAp agrees not to challenge, cancel, oppose or object to INI's use or registration of the INI Mark.

6. In the event either Party becomes aware of any instance of actual confusion between the ComAp Mark and the INI Mark, the Parties agree to use reasonable efforts to correct the confusion and direct the consumer to the other Party.

7. The Parties shall bear their own costs and attorneys' fees in connection with this Agreement.

8. This Agreement shall commence on the Effective Date, and shall continue until such time as it is terminated by the Parties' mutual consent or either Party abandons its mark.

9. The Parties have participated jointly in the negotiations and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement.

10. This Agreement shall be enforceable to the fullest extent permitted by law. Should any portion or portions of this Agreement be determined to be unenforceable, the balance of the Agreement's terms shall survive, shall remain in force on and enforceable by the Parties, and shall be interpreted so as to fulfill the intent of the Parties as otherwise expressed taking into account the unenforceable provisions.

11. No representations or warranties have been made by either Party to the other, or by anyone else, except as expressly set forth in this Agreement, and this Agreement is not being executed in reliance on any representation or warranty other than those expressly set forth herein.

12. The Parties acknowledge that they have carefully read this Agreement and know the contents thereof. The Parties further acknowledge that their execution of this Agreement is a voluntary act. This Agreement supersedes any and all prior understandings, negotiations or agreements—oral or written—between the Parties. This Agreement represents the entire and integrated agreement between the Parties, and may not be amended except by written instrument signed by both Parties.

13. This Agreement is assignable by the Parties and their successors and shall be binding upon and inure to the benefit of the Parties and their respective agents, employees, directors, shareholders, officers, members, partners, principals, successors, assigns, licensees, predecessors, parent companies, subsidiaries, affiliates and related companies, and legal representatives.

14. The Parties release and forever discharge each other and all of their respective partners, principals, employees, agents, successors, assigns, legal representatives, officers and members from any and all claims, demands, liabilities, expenses, damages, rights in equity or law and causes of action, whether known or unknown, arising from either Party's use of INTELLIGEN or INTELLIGEN prior to the Effective Date of this Agreement.

15. This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The Parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

16. Each undersigned signatory represents and warrants that he or she is a duly authorized representative of his or her respective Party and that he or she signs this Agreement in his or her representative capacity to legally bind his or her representative Party.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives.

ComAp a.s.

INI Power Systems, Inc.

By: [Signature]
Name: Mr. J. TRAMNTH, J.D.
Title: General Counsel

By: [Signature]
Name: Larry J. Markostin
Title: President & CEO

