

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMERGENT POWER INC.		06/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC.		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3320345	T-2000	
Registration Number:	2683255	MODULAR CARTRIDGE TECHNOLOGY	
Registration Number:	3387656	RELION	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	054809-0011		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	08/10/2016		
Total Attachments: 21			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of June 27, 2016, is made by PLUG POWER INC., a Delaware corporation, EMERGING POWER INC., a Delaware corporation, and EMERGENT POWER INC., a Delaware corporation (collectively, the “Grantor”), in favor of HERCULES CAPITAL, INC., a Maryland corporation (“Agent”) in its capacity as administrative agent and collateral agent for itself and the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with the other borrowers party thereto, the several banks and other financial institutions or entities from time to time parties thereto (collectively, referred to as “Lenders”) and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the broad grant of the security interest set forth above, the Intellectual Property Collateral shall not include (a) any "intent to use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, and (b) nonassignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406, 9407 and 9408 of the UCC).

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder only pursuant to the terms of the Loan Agreement, and all of such rights shall inure to the benefit of Agent's successors and permitted assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by,

and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

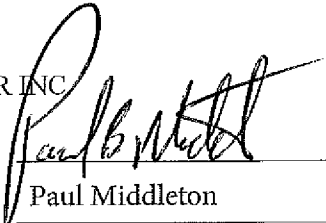
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PLUG POWER INC

Signature:

Print Name:


Paul Middleton

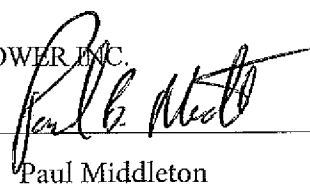
Title:

Chief Financial Officer and Senior Vice
President

EMERGING POWER INC.

Signature:

Print Name:


Paul Middleton

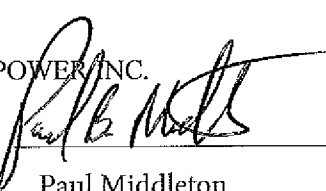
Title:

Treasurer

EMERGENT POWER INC.

Signature:

Print Name:


Paul Middleton

Title:

Treasurer

AGENT:

HERCULES CAPITAL, INC., a Maryland
corporation

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PLUG POWER INC.

Signature: _____

Print Name: _____

Title: _____

EMERGING POWER INC.

Signature: _____

Print Name: _____

Title: _____

EMERGENT POWER INC.

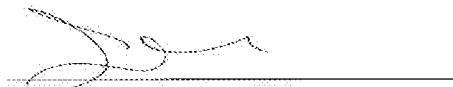
Signature: _____

Print Name: _____

Title: _____

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation



By: Jennifer Choe

Title: Assistant General Counsel

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	App. No.	Filing Date	Patent No.	Issued Date	Owner
Current conducting end plate of fuel cell assembly	08/884452	1997-06-27	6001502	1999-12-14	Plug Power Inc.
Fuel cell membrane hydration and fluid metering	08/899262	1997-07-23	5998054	1999-12-07	Plug Power Inc.
Fuel cell membrane hydration and fluid metering	09/416705	1999-10-12	6528198	2003-03-04	Plug Power Inc.
Gradient isolator for flow field of fuel cell assembly	08/958163	1997-10-28	5912088	1999-06-15	Plug Power Inc.
Fuel cell assembly fluid flow plate having conductive fibers and rigidizing material therein	09/022133	1998-02-11	6096450	2000-08-01	Plug Power Inc.
Fuel cell assembly unit for promoting fluid service and electrical conductivity	09/067098	1998-04-27	6007933	1999-12-28	Plug Power Inc.
Fluid flow plate for decreased density of fuel cell assembly	08/919648	1997-08-28	5981098	1999-11-09	Plug Power Inc.
Structure for common access and support of fuel cell stacks	09/294719	1999-04-19	6110612	2000-08-29	Plug Power Inc.
Insertable fluid flow passage bridgepiece and method	08/839667	1997-04-15	6017648	2000-01-25	Plug Power Inc.
PEM-type fuel cell assembly having multiple parallel fuel cell sub-stacks employing shared fluid plate assemblies and shared membrane electrode assemblies	09/054425	1998-04-03	5945232	1999-08-31	Plug Power Inc.
Fuel cell with selective pressure variation and dynamic inflection	09/181400	1998-10-28	6093502	2000-07-25	Plug Power Inc.
Easily-formable fuel cell assembly fluid flow plate having conductivity and increased non-conductive material	09/054670	1998-04-03	6071635	2000-06-06	Plug Power Inc.
Fluid flow plate for water management, method for fabricating same, and fuel cell employing same	09/168232	1998-10-07	6015633	2000-01-18	Plug Power Inc.

Title	App. No.	Filing Date	Patent No.	Issued Date	Owner
Fluid flow plate, fuel cell assembly system, and method employing same for controlling heat in fuel cells	09/283391	1999-04-01	6146779	2000-11-14	Plug Power Inc.
Fuel cell assembly unit for promoting fluid service and design flexibility	09/167359	1998-10-07	6174616	2001-01-16	Plug Power Inc.
Fuel cell fluid flow plate for promoting fluid service	09/608889	2000-06-30	6500580	2002-12-31	Plug Power Inc.
Integrated full processor, furnace, and fuel cell system for providing heat and electrical power to a building	09/140373	1998-08-26	5985474	1999-11-16	Plug Power Inc.
Fuel cell cooler-humidifier plate	08/911358	1997-08-07	6066408	2000-05-23	Plug Power Inc.
Low cost fuel cell stack design	08/821513	1997-03-21	5858569	1999-01-12	Plug Power Inc. ¹
End plate assembly having a two-phase fluid-filled bladder and method for compressing a fuel cell stack	09/371818	1999-08-11	6200698	2001-03-13	Plug Power Inc.
Fluid flow plate for distribution of hydration fluid in a fuel cell	09/398608	1999-09-17	6150049	2000-11-21	Plug Power Inc.
Flexible connector	09/629243	2000-07-31	6447022	2002-09-10	Plug Power Inc.
Heatable end plate, fuel cell assembly, and method for operating a fuel cell assembly	09/552452	2000-04-18	6649293	2003-11-18	Plug Power Inc.
Method of reformer operation to prevent fuel cell flooding	09/675417	2000-09-29	6686078	2004-02-03	Plug Power Inc.
Method and system for humidification of a fuel	09/676153	2000-09-29	6514634	2003-02-04	Plug Power Inc.
Methods and systems for humidifying fuel for use in fuel processors and fuel cell systems	09/871055	2001-05-31	6670062	2003-12-30	Plug Power Inc.
Fuel Cell-Vehicle Communications Systems And Methods	13/721,627	12/20/2012			Plug Power Inc.

¹ Merger from Plug Power LLC to Plug Power Inc. was filed with the USPTO on June 27, 2016

Title	App. No.	Filing Date	Patent No.	Issued Date	Owner
Systems And Methods For Stack Exhaust Air Recirculation To Allow Fuel Cell System Operation In A Freezing Environment	13/724,181 ²	12/21/2012			
Reactant Conditioning Scheme For Fuel Cell Systems	13/724,146	12/21/2012	8,771,884	7/8/2014	Plug Power Inc.
Integrated High Temperature Pem Fuel Cell System	11/299,862	12/12/2005	8158289	4/17/2012	Plug Power Inc.
Fuel cell system	10/232293	2002-08-30	6979506	2005-12-27	Plug Power, Inc.
Fuel cell system	11/287715	2005-11-28	7326481	2008-02-05	Plug Power, Inc.
Integrated fuel cell stack thermostat	10/872923	2004-06-21	7449258	2008-11-11	Plug Power, Inc.
Maximizing Energy Storage Life In A Fuel Cell System Using Active Temperature Compensation	11/303471	12/16/2005	7915854	3/29/2011	Plug Power, Inc.
Hydrogen-Air Fuel Cell	08/878015	6/18/1997	5776625	7/7/1998	Plug Power Inc.
Fuel cell using water soluble fuel	09/039878	3/16/1998	6048634	4/11/2000	Plug Power Inc.
Enthalpy recovery fuel cell system	09/389958	1999-09-03	6329090	2001-12-11	Plug Power Inc. ³
Fuel cell system fluid recovery	09/629537	2000-07-31	6558826	2003-05-06	Plug Power, Inc.
Fuel cell system fluid recovery	10/429535	2003-05-05	7514165	2009-04-07	
Fuel-cell system with a pivotable stack installation assembly	09/702708	2000-10-31	6562506	2003-05-13	Plug Power, Inc. ⁴
Thermal regulating catalyst composition	10/348460	2003-01-21	6784135	2004-08-31	Plug Power, Inc.

² Unpublished application. Company to provide owner name.

³ Merger from Plug Power LLC to Plug Power Inc. was filed with the USPTO on June 27, 2016

⁴ Merger from Plug Power LLC to Plug Power Inc. was filed with the USPTO on June 27, 2016

Title	App. No.	Filing Date	Patent No.	Issued Date	Owner
Technique and apparatus to measure a fuel cell parameter	10/941760	2004-09-15	7099787	2006-08-29	Plug Power, Inc.
Method of operating a fuel cell system	09/694461	2000-10-23	6537690	2003-03-25	Plug Power Inc.
Technique and apparatus to control the transient response of a fuel cell system	09/749297	2000-12-27	6581015	2003-06-17	Plug Power Inc.
Method And Apparatus For Controlling An Integrated Fuel Cell System	11/503,853	8/14/2006	7951498	5/31/2011	Plug Power, Inc.
Apparatus and method for controlling a fuel cell system	10/158177	2002-05-30	6881508	2005-04-19	Plug Power Inc.
Controlling the temperature at which fuel cell exhaust is oxidized	09/728227	2000-11-30	6551733	2003-04-22	Plug Power Inc.
System for monitoring and controlling fuel cell-based power generation units	10/145828	2002-05-14	7222001	2007-05-22	Plug Power Inc.
Fuel cell thermal management system	10/265025	2002-10-04	7264895	2007-09-04	Plug Power Inc.
Technique and apparatus to control the charging of a battery using a fuel cell	09/779772	2001-02-08	6504339	2003-01-07	Plug Power, Inc.
Preconditioning membranes of a fuel cell stack	09/694768	2000-10-23	6576356	2003-06-10	Plug Power, Inc.
Technique and apparatus to control the transient response of a fuel cell system	09/749261	2000-12-27	6697745	2004-02-24	Plug Power Inc.
Thermal regulating catalyst composition	10/927183	2004-08-26	7410931	2008-08-12	Plug Power Inc.
Oxidizer for a fuel cell system	11/022330	2004-12-23	7416799	2008-08-26	Plug Power, Inc.
Fuel cell reactant control	10/158254	2002-05-30	6913848	2005-07-05	Plug Power Inc.
Fuel cell system and method	09/896333	2001-06-29	6696190	2004-02-24	Plug Power Inc.
Humidifying a reactant flow of a fuel cell system	11/319042	2005-12-27	7851096	2010-12-14	Plug Power, Inc.
Diagnostic method and control of	09/406674	1999-09-27	6322917	2001-11-27	Plug, Power

Title	App. No.	Filing Date	Patent No.	Issued Date	Owner
preferential oxidation of carbon monoxide					Inc. ⁵
Method and apparatus for collecting condensate in an integrated fuel cell system	10/210004	2002-07-31	6743540	2004-06-01	Plug Power Inc.
Sealing method and apparatus for a fuel cell stack	09/385667	1999-08-27	6426159	2002-07-30	Plug Power Inc.
Sealing method and apparatus for a fuel cell stack	10/200278	2002-07-22	6786937	2004-09-07	Plug Power Inc.
Measuring cell voltages of a fuel cell stack	09/472649	1999-12-27	6140820	2000-10-31	Plug Power Inc.
Technique and apparatus to measure cell voltages of a fuel cell stack using different ground references	09/629003	2000-07-31	6281684	2001-08-28	Plug Power Inc.
Operating a fuel cell system during low power demand	09/502887	2000-02-11	6489048	2002-12-03	Plug Power Inc.
Regulating the maximum output current of a fuel cell stack	09/472759	1999-12-27	6428917	2002-08-06	Plug Power Inc.
Method and apparatus for establishing a negative pressure inside an enclosure that houses a fuel cell system	09/502885	2000-02-11	6610431	2003-08-26	Plug Power Inc.
Method and apparatus for establishing a negative pressure inside an enclosure that houses a fuel cell system	10/421568	2003-04-23	6787263	2004-09-07	Plug Power Inc.
Fuel cell coolant tank system	09/703082	2000-10-31	6733910	2004-05-11	Plug Power Inc.
Fuel cell sealant design	09/843522	2001-04-27	6599650	2003-07-29	Plug Power Inc.
Variable pressure drop plate design	10/004713	2001-12-05	6841287	2005-01-11	Plug Power, Inc.
Technique to regulate an efficiency of a fuel cell system	09/749298	2000-12-27	6650968	2003-11-18	Plug Power Inc.
Technique to regulate an efficiency of a fuel cell system	10/703930	2003-11-07	7166378	2007-01-23	

⁵ Merger from Plug Power LLC to Plug Power Inc. was filed with the USPTO on June 27, 2016

Title	App. No.	Filing Date	Patent No.	Issued Date	Owner
Technique to regulate an efficiency of a fuel cell system	10/703234	2003-11-07	7166379	2007-01-23	
Regulating the communication of power to components of a fuel cell system	10/350639	2003-01-23	7090943	2006-08-15	Plug Power Inc.
Residual fuel dissipation for a fuel cell stack	09/726798	2000-11-30	6528192	2003-03-04	Plug Power Inc.
Fuel cell air system and method	10/264539	2002-10-04	7122258	2006-10-17	Plug Power Inc.
Sealing system for fuel cells	09/396158	1999-09-14	6261711	2001-07-17	Plug Power Inc. ⁶
Fuel cell bi-cooler flow plate	09/382296	1999-08-24	6274262	2001-08-14	Plug Power Inc.
Method and apparatus for a combined fuel cell and hydrogen purification system	11/364419	2006-02-28	7416800	2008-08-26	Plug Power Inc.
Fuel dispensing system and method	10/699615	2003-10-31	7171989	2007-02-06	Plug Power Inc.
Fuel dispensing system and method	11/605630	12/11/2001	7412994	8/19/2008	Plug Power Inc.
Combined fuel cell flow plate and gas diffusion layer	09/383466	1999-08-26	6280870	2001-08-28	Plug Power Inc.
Fuel cell system having humidification membranes	09/397830	1999-09-17	6284399	2001-09-04	Plug Power, Inc. ⁷
Fuel cell system	09/405689	1999-09-24	6299996	2001-10-09	Plug Power Inc. ⁸
Cooling a fuel cell stack	09/384499	1999-08-27	6316137	2001-11-13	Plug Power Inc.
Voltage monitoring system for a fuel cell stack	09/629548	2000-07-31	6410176	2002-06-25	Plug Power, Inc.
Fuel cell system with sensor	09/540673	2000-03-31	6455181	2002-09-24	Plug Power Inc. ⁹

⁶ Merger from Plug Power LLC to Plug Power Inc. was filed with the USPTO on June 27, 2016

⁷ Merger from Plug Power LLC to Plug Power Inc. was filed with the USPTO on June 27, 2016

⁸ Missing assignment from the inventors to the Company

Title	App. No.	Filing Date	Patent No.	Issued Date	Owner
Fuel cell air purification subsystem	09/443229	1999-11-18	6489052	2002-12-03	Plug Power, Inc.
Generator control system to accommodate a decrease in a power grid voltage	09/777156	2001-02-05	6498462	2002-12-24	Plug Power, Inc.
Manifold system for a fuel cell stack	09/703249	2000-10-31	6541148	2003-04-01	Plug Power, Inc.
Fuel cell systems and methods	09/716346	2000-11-20	6630263	2003-10-07	Plug Power Inc.
Method and apparatus for controlling a combined heat and power fuel cell system	10/158705	2002-05-30	6740437	2004-05-25	Plug Power Inc.
Integrated fuel cell system	10/121340	2002-04-12	6753107	2004-06-22	Plug Power Inc.
Integrated fuel cell system	10/838559	2004-05-04	7223488	2007-05-29	Plug Power Inc.
Fuel cell having a non-electrolytic layer	10/118389	2002-04-08	6756150	2004-06-29	Plug Power Inc.
Anti-islanding method and apparatus for distributed power generation	09/198919	1998-11-24	6219623	2001-04-17	Plug Power Inc. ¹⁰
Method and apparatus for a combined fuel cell and hydrogen purification system	10/247990	2002-09-20	6821664	2004-11-23	Plug Power Inc.
Fuel cell system for generating electric energy and heat	09/980106	2000-05-26	6887607	2005-05-03	Plug Power Inc.
Method and apparatus for controlling a combined heat and power fuel cell system	10/158253	2002-05-30	6939635	2005-09-06	Plug Power Inc.
Method and apparatus for controlling a combined heat and power fuel cell system	11/219898	2005-09-06	7285346	2007-10-23	Plug Power Inc.
Fuel cell transient control scheme	10/121267	2002-04-12	6977119	2005-12-20	Plug Power Inc.

⁹ Merger from Plug Power LLC to Plug Power Inc. was filed with the USPTO on June 27, 2016

¹⁰ Missing assignment from the inventors to the Company

Title	App. No.	Filing Date	Patent No.	Issued Date	Owner
Forming a layer on a flow plate of a fuel cell stack	10/402531	2003-03-28	7090939	2006-08-15	Plug Power Inc.
Fuel cells	10/739723	2003-12-17	7108930	2006-09-19	Plug Power Inc.
Method and apparatus for electrochemical compression and expansion of hydrogen in a fuel cell system	10/213798	2002-08-07	7132182	2006-11-07	Plug Power Inc.
Method and apparatus for electrochemical compression and expansion of hydrogen in a fuel cell system	10/214019	2002-08-07	7141323	2006-11-28	Plug Power Inc.
Fuel cell systems	09/896268	2001-06-29	7179554	2007-02-20	Plug Power Inc.
Fuel processor design and method of manufacture	10/184291	2002-06-27	7470294	2008-12-30	Plug Power Inc.
Fault management in a fuel cell-based system	11/823554	2007-06-28	7862947	2011-01-04	Plug Power Inc. ¹¹
Pressure relief control system for a fuel cell system having a pressurized fuel flow	11/823602	2007-06-28	7892689	2011-02-22	Plug Power Inc. ¹²
Hybrid power supply control system and method	09/957360	2001-09-20	6534950	2003-03-18	Plug Power Inc.
Hybrid power supply apparatus for battery replacement applications	10/684622	2003-10-14	7207405	2007-04-24	Plug Power Inc.
Digital input current control for switch mode power supplies	10/893075	2004-07-16	7288924	2007-10-30	Plug Power Inc.
Fuel cell reactant and cooling flow fields integrated into a single separator plate	09/928719	2001-08-13	6727014	2004-04-27	Plug Power Inc.
Electrochemical method to improve the performance of H ₂ /air PEM fuel cells and direct methanol fuel cells	10/097216	2002-03-14	6730424	2004-05-04	Plug Power Inc.

¹¹ Missing assignment from the inventors to the Company

¹² Missing assignment from the inventors to the Company

Title	App. No.	Filing Date	Patent No.	Issued Date	Owner
Alcohol fueled direct oxidation fuel cells	10/187082	2002-06-27	7141322	2006-11-28	Plug Power Inc.
Fuel cell catalyst electrodes	10/187033	2002-06-27	7220693	2007-05-22	Plug Power Inc.
Ion Exchange Membrane Fuel Cell	09577407	5/17/2000	6468682	10/22/2002	Emergent Power Inc.
Method for Forming A Membrane Electrode Diffusion Assembly For Use In An Ion Exchange Membrane Fuel Cell	09792085	2/23/2001	6383556	5/7/2002	Emergent Power Inc.
Method for Quickly Rendering a MOS Gas Sensor Operational, MOS Gas Sensor System, and Fuel Cell System	09854056	5/11/2001	6467334	10/22/2002	Emergent Power Inc.
Fuel Cell Power System and Method of Controlling a Fuel Cell Power System	09916791	7/26/2001	6743536	6/1/2004	Emergent Power Inc.
Fuel Cell Power System and Method of Controlling a Fuel Cell Power System	10830929	4/22/2004	7326480	2/5/2008	Emergent Power Inc.
Proton Exchange Membrane Fuel Cell Power System	08979853	11/20/1997	6030718	2/29/2000	Emergent Power Inc.
Proton Exchange Membrane Fuel Cell Power System	09470321	12/21/1999	6218035	4/17/2001	Emergent Power Inc.
Fuel Cell Power Systems and Methods of Controlling a Fuel Cell Power System	09990318	11/23/2001	6773839	8/10/2004	Emergent Power Inc.
Fuel Cell and Method for Controlling Same	10014033 90008681	10/19/2001	RE39556	4/10/2007	Emergent Power Inc.
Fuel Cell Power Systems, Direct Current Voltage Converters, Fuel Cell Power Generation Methods, Power Conditioning Methods and Direct Current Power Conditioning Methods	09544781	4/7/2000	6428918	8/6/2002	Emergent Power Inc.

Title	App. No.	Filing Date	Patent No.	Issued Date	Owner
Fuel Cell Power Systems and Methods of Operating Fuel Cell Power Systems	09987225	11/14/2001	6858335	2/22/2005	Emergent Power Inc.
Fuel Cell Power System, Method of Distributing Power, and Method of Operating a Fuel Cell Power System	09864526	5/23/2001	6497974	12/24/2002	Emergent Power Inc.
Fuel Cell Having Metalized Gas Diffusion Layer	10431870	5/7/2003	7056613	6/6/2006	Emergent Power Inc.
Method and Apparatus for Monitoring Equivalent Series Resistance and for Shunting a Fuel Cell	10056543	1/23/2002	6620538	9/16/2003	Emergent Power Inc.
Method and Apparatus for Monitoring Equivalent Series Resistance and for Shunting a Fuel Cell	10269600	10/10/2002	6828050	12/7/2004	Emergent Power Inc.
Method and Apparatus for Monitoring Equivalent Series Resistance and for Shunting a Fuel Cell	10428455	5/2/2003	7049017	5/23/2006	Emergent Power Inc.
Method and Apparatus for Monitoring Equivalent Series Resistance and for Shunting a Fuel Cell	10430928	5/6/2003	6805987	10/19/2004	Emergent Power Inc.
Method and Apparatus for Monitoring Equivalent Series Resistance and for Shunting a Fuel Cell	10431069	5/6/2003	6811906	11/2/2004	Emergent Power Inc.
Method and Apparatus for Monitoring Equivalent Series Resistance and for Shunting a Fuel Cell	10431158	5/6/2003	6982129	1/3/2006	Emergent Power Inc.
Method for Delivering a Gas	10321098	12/16/2002	6745799	6/8/2004	Emergent Power Inc.
Current Collector for Use in a Fuel Cell	10367985	2/14/2003	7056608	6/6/2006	Emergent Power Inc.
Air Cooled Fuel Cell Module	10425822	4/28/2003	6939636	9/6/2005	Emergent Power Inc.
Proton Exchange Membrane Fuel Cell	11284173	11/21/2005	7833645	11/16/2010	Emergent

Title	App. No.	Filing Date	Patent No.	Issued Date	Owner
and Method of Forming a Fuel Cell					Power Inc.
Proton Exchange Membrane Fuel Cell Stack and Fuel Cell Stack Module	11800994	5/8/2007	8026020	9/27/2011	Emergent Power Inc.
Proton Exchange Membrane Fuel Cell Stack and Fuel Cell Stack Module	13210265	8/15/2011	8192889	6/5/2012	Emergent Power Inc.
Proton Exchange Membrane Fuel Cell Stack and Fuel Cell Stack Module	13457358	4/26/2012	8597846	12/3/2013	Emergent Power Inc.
Direct Liquid Fuel Cell	11978124	10/25/2007	8003274	8/23/2011	Emergent Power Inc.
Apparatus and Method for Controlling a Fuel Cell Using the Rate of Voltage Recovery	11207123	8/17/2005	7722972	5/25/2010	Emergent Power Inc.
Fuel Cell Stacks	13909953	6/4/2013	9012101	4/21/2015	Emergent Power Inc.
Fuel Storage Enclosure	29/183547	3/23/2004	D487807	3/23/2004	Plug Power Inc.
Fuel Storage Enclosure	29/183557	6/12/2003	D487931	3/30/2004	Plug Power Inc.
Membrane Electrode Assemblies and Associated Fuel Cells	14/468,228	8/25/2014			Emergent Power Inc. ¹³
Activation of electrochemical cells with catalyst electrodes	10072592	2/11/2002	6805983	10/19/2004	Plug Power Inc.
Anode humidification	11823552	6/28/2007	7479335	1/20/2009	Plug Power Inc. ¹⁴
Anti-islanding method and apparatus for distributed power generation	09811342	3/16/2001	6810339	10/26/2004	Plug Power, Inc. ¹⁵

¹³ Missing assignment from the inventor to the Company





¹⁴ Missing assignment from the inventors to the Company

Title	App. No.	Filing Date	Patent No.	Issued Date	Owner
Battery charger	10371855	2/20/2003	6806678	10/19/2004	Emergent Power Inc.
Capacitor bank for electrical generator	11477448	6/30/2006	7477505	1/13/2009	Plug Power Inc.
Combination fuel cell and ion pump, and methods and infrastructure systems employing same	11774966	7/9/2007	7691507	4/6/2010	Plug Power Inc. and Honda Motor Co., Ltd.
Fuel cell catalyst layer	10736172	12/15/2003	7396611	7/8/2008	Plug Power Inc.
Fuel Cell Stacks	13478046	5/22/2012			Emergent Power Inc.
Fuel cell system having an energy source backup	09823263	3/30/2001	6761987	7/13/2004	Plug Power Inc.
Hydrophilic anode gas diffusion layer	10232292	8/30/2002	6821661	11/23/2004	Plug Power Inc.
Method and apparatus for controlling a combined heat and power fuel cell system	10159392	5/30/2002	6835483	12/28/2004	Plug Power Inc.
Method of qualifying at least a portion of a fuel cell system and an apparatus employing same	09726839	11/30/2000	6774637	8/10/2004	Plug Power, Inc.
Proton exchange membrane fuel cell	11811624	6/11/2007	9293778	3/22/2016	Emergent Power Inc.
Self-regulated cooling system for switching power supplies using parasitic effects of switching	10020449	12/11/2001	6775162	8/10/2004	Plug Power Inc.
Sensor for electro-active materials	10122170	4/15/2002	6836123	12/28/2004	Plug Power Inc.

¹⁵ Missing assignment from the inventor to the Company

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Issued Date	Owner
T-2000	78688988	8/9/2005	3320345	10/23/2007	Emergent Power Inc.
MODULAR CARTRIDGE TECHNOLOGY + Design	76387939	3/27/2002	2683255	2/4/2003	Emergent Power Inc.
RELION	77063296	12/13/2006	3387656	2/26/2008	Emergent Power Inc.
GENSYS	78128598	5/14/2002	2929578	3/1/2005	Plug Power Inc.
GENCORE	78128612	5/14/2002	2783256	11/11/2003	Plug Power Inc.
GENDRIVE	77965604	3/23/2010	3869852	11/2/2010	Plug Power Inc.
PLUG POWER	75249656	2/28/1997	2362565	6/27/2000	Plug Power Inc.
	75873989	12/18/1999	2729568	6/24/2003	Plug Power Inc.
	75873987	12/18/1999	2729567	6/24/2003	Plug Power Inc.
GENKEY	86/383,668	9/3/2014	4,839,566	10/27/2015	Plug Power Inc.
GENFUEL	86/382,815	9/2/2014	4,839,555	10/27/2015	Plug Power Inc.
GENCARE	86/382,799	9/2/2014	4,839,554	10/27/2015	Plug Power Inc.
INFINITE DRIVE	86/973,773 ¹⁶	4/13/2016			Plug Power Inc.
GENSURE	86/973,775	4/13/2016			Plug Power Inc.
	86/973,782	4/13/2016			Plug Power Inc.
	86/973,790	4/13/2016			Plug Power Inc.

¹⁶ Intent to use

PLUG POWER	86/973,793	4/13/2016			Plug Power Inc.
GENFUEL	86/973,803	4/13/2016			Plug Power Inc.
GENCARE	86/973,809	4/13/2016			Plug Power Inc.
GENKEY	86/973,812	4/13/2016			Plug Power Inc.
GENDRIVE	86/973,817	4/13/2016			Plug Power Inc.
GENSURE	86/973,821	4/13/2016			Plug Power Inc.

EXHIBIT D

Mask Works

None.