

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396611

| | | | |
|---|--------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| loxus, Inc. | | 08/24/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Manchester Securities Corp. | | |
| Street Address: | 40 West 57th Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4274472 | ICAP | |
| Registration Number: | 4260432 | IMOD | |
| Registration Number: | 4752989 | IMOD X-SERIES | |
| Registration Number: | 3804413 | IOXUS | |
| Registration Number: | 3808150 | IOXUS | |
| Registration Number: | 4131257 | RETHINK POWER | |
| Registration Number: | 4526408 | THINCAP | |
| Registration Number: | 4526507 | THINPAC | |
| Serial Number: | 86796630 | TITAN HT | |
| Serial Number: | 86796626 | TITAN 3V | |
| Serial Number: | 86422000 | USTART | |
| Serial Number: | 86422006 | USTART+ | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 614 280-3562 | | |
| Email: | ted.mulligan@wolterskluwer.com | | |
| Correspondent Name: | Ted Mulligan | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| TRADEMARK | | | |

OP \$315.00 4274472

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Ted Mulligan

SIGNATURE: /Ted Mulligan/

DATE SIGNED: 08/29/2016

Total Attachments: 10

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Continuation of Item 1: of conveying parties:

Advanced Energy Conversion, LLC, a New York Limited Liability Company (other)

EXHIBIT C

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 24th day of August, 2016, by Ioxus, Inc. ("Grantor"), in favor of the Secured Parties under and as defined in the below-described Security Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Securities Purchase Agreement dated as of August 24th, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Purchase Agreement") by and among Grantor and Investors, Grantor has agreed to sell, and Investors have agreed to purchase, certain Notes, and

WHEREAS, in order to induce the Investors to enter into the Purchase Agreement and to purchase the Notes as provided for in the Purchase Agreement, Grantor has executed and delivered to Investors and Manchester Securities Corp. (the "Collateral Agent"), as collateral agent to the Investors thereunder that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Parties this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Investors a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interests created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to their respective security interests 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.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Parties with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Collateral Agent for the ratable benefit of the Investors unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of 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 the continuing security interest of the Collateral Agent in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Purchase Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Purchase Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are

not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Purchase Document refer to this Trademark Security Agreement or such other Purchase Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Purchase Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Purchase Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Purchase Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Purchase Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

IN WITNESS WHEREOF, each 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.

IOXUS, INC., a Delaware corporation

(40)

By: 

Name: MARK E. MCGOUGH

Title: CEO

SCHEDULE I

To

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| MARK Record Owner | APPLICATION/ REGISTRATION NO. | STATUS |
|------------------------------|--|--------------------------|
| ICAP | Registration No. 4274472 | Registered 1/15/2013 |
| IMOD | Registration No. 4260432 | Registered 12/18/2012 |
| IMOD X-SERIES | Registration No. 4752989 | Registered 6/09/2015 |
| IOXUS | Registration No. 3804413 | Registered 6/15/2010 |
| IOXUS | Registration No. 3808150 | Registered 6/22/2010 |
| RETHINK POWER | Registration No. 4131257 | Registered 4/24/2012 |
| THINCAP | Registration No. 4526408 | Registered 5/6/2014 |
| THINPAC | Registration No. 4526507 | Registered 5/6/2014 |
| TITAN HT | Application No. 86/796,630 | Pending-filed 10/22/2015 |
| TITAN 3V | Application No. 86/796,626 | Pending-filed 10/22/2015 |
| uStart | Application No. 86/422,000 | Pending-filed 10/13/2014 |
| uStart+ | Application No. 86/422,006 | Pending-filed 10/13/2014 |

Trade Names

Common Law Trademarks

N/A

Trademarks Not Currently In Use

ECOJOULE

Trademark Licenses

N/A

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

loxus, Inc.

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 24, 2016

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MANCHESTER SECURITIES CORP.
Street Address: 40 West 57th Street
City: New York
State: New York
Country: USA Zip: 10019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship United States
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ted Mulligan
Internal Address: CT Corporation
Suite 125
Street Address: 4400 Easton Commons Way
City: Columbus
State: OH Zip: 43219
Phone Number: 614-280-3562
Docket Number: _____
Email Address: ted.mulligan@wolterskluwer.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____
Authorized User Name _____

9. Signature: *Lara Adoumie*

Signature
Lara Adoumie

08/26/2016
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450