

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416287

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Active Power, Inc.		11/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Piller USA, Inc.		
Street Address:	45 Turner Drive		
City:	Middletown		
State/Country:	NEW YORK		
Postal Code:	10941-2047		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2556237	ACTIVE POWER	
Registration Number:	2207446	CLEANSOURCE	
CORRESPONDENCE DATA			
Fax Number:	2026638000		
<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:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	Pillsbury Winthrop Shaw Pittman, LLP, 12		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	034263-0000001		
NAME OF SUBMITTER:	Patrick J. Jennings		
SIGNATURE:	/Pat Jennings/		
DATE SIGNED:	02/15/2017		
Total Attachments: 13			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Agreement”), effective as of November 19, 2016 (the “Effective Date”), is made and entered into by and between Piller USA, Inc., a Delaware corporation (“Buyer”), and Active Power, Inc., a Delaware corporation (“Seller”). Buyer and Seller may be hereinafter sometimes referred to collectively as the “Parties” or singularly as a “Party.”

Background

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement (the “Acquisition Agreement”) pursuant to which Seller agreed to assign the Assigned Intellectual Property (as defined below) to Buyer. All capitalized terms used in this Agreement and not otherwise defined have the same meanings as defined in the Acquisition Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows.

ARTICLE I Transfer

1.1 Assignment. As of the Effective Date, Seller hereby contributes, assigns, grants, transfers, conveys and delivers to Buyer (and its successors and assigns), and Buyer hereby acquires from Seller, all right, title, and interest (past, present, future, and throughout the world) in and to the following (collectively referred to as the “Assigned Intellectual Property”):

(a) the trademarks identified in Exhibit A attached hereto (the “Trademarks”); including, but not limited to: (i) the goodwill connected with the use thereof and/or symbolized thereby; and (ii) all other Intellectual Property that is available in, results from, or is granted pursuant to the Trademarks;

(b) the patents and patent applications identified in Exhibit B attached hereto; including, but not limited to: (i) any provisional, divisional, continuation, continuation-in-part, reexamination, reissue, extension, substitute or renewal thereof; (ii) any application or patent that claims priority therefrom; (iii) any foreign counterpart thereof; and (iv) any claims for infringement thereof;

(c) all registrations and applications pertaining to all or any of the foregoing; all the rights, claims and privileges that inhere therein or pertain thereto; the right to sue and recover damages for past, present and future infringement or violation thereof; the right to stand in the place of Seller in all matters pertaining thereto; and all licenses and sublicenses (e.g., irrespective of whether to or from Seller) pertaining thereto; and

(e) all other Intellectual Property (other than the Retained Intellectual Property).

1.2 Delivery. On the Effective Date, the Seller shall deliver to the Buyer:

(a) all correspondence to or from governmental agencies (e.g., U.S. Patent &

Trademark Office), inventor notebooks, invention disclosures, and other evidence of discovery, conception, reduction to practice, creation, development, filing, registration or issuance of the Assigned Intellectual Property;

(b) electronic copies of all documents that embody all or any portion of Assigned Intellectual Property, to the extent that such documents exist in electronic form; and

(c) originals or tangible copies of all documents that embody all or any portion of Assigned Intellectual Property, to the extent that such documents do not exist in electronic form.

1.3 Cooperation.

(a) Seller does hereby, without reservation, irrevocably authorize Buyer and its successors, assigns, nominees, representatives and designees to prepare and make, in Buyer's own name, any filing in any country, and to claim any right of priority without further authorization from Seller, so that the Assigned Intellectual Property issues in the name of Buyer or its successors or assigns. Seller shall, at the request of Buyer, or any of its successors, assigns, nominees, representatives and designees, in every way cooperate and do everything that Buyer or any one or more of its successors, assigns, nominees, representatives and designees may reasonably consider necessary or appropriate to assist Buyer and its successors, assigns, nominees, representatives and designees to prepare and make any filing in any country to apply for, prosecute, register, evidence, defend, obtain, hold, secure, vest title (in Buyer) to, protect, perfect, maintain, uphold and enforce the Assigned Intellectual Property. Such cooperation includes for example but is not limited to: (a) communicating to Buyer and its successors, assigns, nominees, representatives and designees any material relating to creation, use, preparation, conception, reduction to practice, invention or discovery of all or any part of the Assigned Intellectual Property; (b) testifying and rendering prompt assistance and cooperation in any legal proceedings (including, but not limited to, any opposition, cancellation proceeding, interference proceeding, priority contest, public use proceeding, reexamination proceeding, and court proceeding) involving all or any part of the Assigned Intellectual Property; and (c) executing, verifying and delivering any assignments, oaths, declarations, powers of attorney, and other instruments and documents. Buyer shall reimburse Seller for any reasonable, documented disbursements incurred by Seller after the Effective Date in connection with providing assistance under this Section 1.3(a).

(b) Other than in a situation where Seller reasonably disputes the reasonableness of a request made by Buyer under Section 1.3(a), if Seller fails or refuses to execute any such assignment, oath, declaration, power of attorney, instrument or document, Seller hereby designates and appoints Buyer (and its successors and assigns) as Seller's true and lawful agent and attorney-in-fact (such agency and power of attorney being irrevocable by Seller and coupled with an interest in favor of Buyer and its successors and assigns), with full power of substitution, to act for Seller and in Seller's behalf to do any lawfully permitted act in furtherance of the purposes of this Section 1.3 (including, but not limited to, executing, verifying and filing such assignments, oaths, declarations, powers of attorney, and other instruments and documents) in Seller's name and stead but on behalf of and for the benefit of Buyer and its successors and assigns, with the same legal force and effect as if Seller performed such act, irrespective of whether in Seller's name or Buyer's name or otherwise.

1.4 Terms of the Acquisition Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Acquisition Agreement, to which reference is made for a further statement of the rights and obligations of Buyer and Seller with respect to the Assigned Intellectual Property. In the event of any conflict or inconsistency between the terms of the Acquisition Agreement and the terms hereof, the terms of the Acquisition Agreement shall govern.

ARTICLE II
Miscellaneous

2.1 Notices. Any and all notices required or permitted to be given or received under this Agreement may be delivered personally or by Federal Express or other reputable overnight courier service or given by mail, addressed or transmitted to the appropriate party or parties at their respective addresses set forth below and shall be effective (a) in the case of personal delivery, when received; (b) in the case of Federal Express or other reputable overnight courier service, on the next business day after delivery by the sender to such service; and (c) in the case of mail, upon the earlier of actual receipt or three (3) business days after deposit in the United States Postal System, first-class certified or registered mail, postage prepaid, return receipt requested:

If to Buyer: Piller USA, Inc.
45 Turner Drive
Middletown, NY 10941-2047
Attention: President

or at such other address or addresses as may have been furnished in writing by Buyer to Seller.

If to Seller: Active Power, Inc.
2128 West Braker Lane BK 12
Austin, TX 78758
Attention: Chief Executive Officer

or at such other address or addresses as may have been furnished in writing by Seller to Buyer.

2.2 Counterparts. This Agreement may be executed in multiple counterparts for the convenience of the Parties to this Agreement, all of which together shall constitute one and the same instrument.

2.3 Headings. The headings of this Agreement are for convenience only and do not constitute a part of this Agreement.

2.4 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

2.5 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

2.6 Governing Law. The construction, validity and interpretation of this Agreement shall be governed by the internal laws of the State of Texas without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

[signature page follows]

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as being effective for all purposes as of the Effective Date, notwithstanding any other date set forth elsewhere.

BUYER:

PILLER USA, INC.

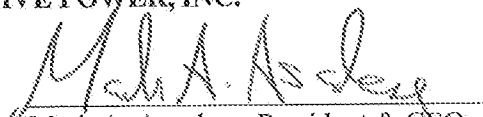
By:


A. C. Dyke, Chairman

SELLER:

ACTIVE POWER, INC.

By:


Mark A. Ascolese, President & CEO

Signature Page to
Intellectual Property Assignment Agreement

2382184.2

TRADEMARK
REEL: 005989 FRAME: 0384

**EXHIBIT A
TO THE INTELLECTUAL PROPERTY TRANSFER AGREEMENT**

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Filing Date</u>	<u>Status</u>	<u>App. #</u>	<u>Req. #</u>	<u>Issued</u>	<u>Expires</u>
ACTIVE POWER	US	9/10/1996	Registered	75163786	2556237	4/2/2002	4/2/2022
POWERHOUSE (word mark)	US	3/24/2014	Registered	86/230,251	86230251	10/6/2015	10/6/2025
ACTIVE POWER (with old logo)	CTM (EU)	4/28/2006	Registered	005048601	5048061	3/15/2007	4/28/2016
ACTIVE POWER (with old logo)	CTM (EU)	10/22/2007	Registered	006382808	6382808	9/3/2008	10/22/2017
CLEANSOURCE	US	2/18/1997	Registered	75112320	2207446	12/1/1998	12/1/2018
ACTIVE POWER	Singapore	8/5/2014	Registered	T1412061Z	T1412061Z	7/31/2014	7/31/2024
DRIVEN BY MOTION	US	1/14/2015	Registered	86503662	4840022	10/27/2015	10/27/2025
ACTIVE POWER (with old logo)	Japan		Registered	2008-031473	5301470	2/12/2010	2/12/2020

**EXHIBIT B
TO THE INTELLECTUAL PROPERTY TRANSFER AGREEMENT**

United States Patent Applications

Application Number	TITLE
<u>14108624</u>	ROTOR ASSEMBLY APPARATUS AND METHODS
<u>14108763</u>	LAMINATED ROTOR APPARATUS AND METHODS
<u>14108758</u>	SYSTEMS AND METHODS FOR SECURING A ROTOR APPARATUS
<u>14300895</u>	APPARATUS AND METHODS FOR CONTROL OF LOAD POWER QUALITY IN UNINTERRUPTIBLE POWER SYSTEMS
<u>14875081</u>	UNINTERRUPTED POWER SUPPLY SYSTEMS AND METHODS
<u>15142618</u>	INTEGRATED MOTOR GENERATOR FLYWHEEL WITH ROTATING PERMANENT MAGNET

United States Patents

Publication Number	Title (Translation)
<u>US5767591</u>	Method and apparatus for providing startup power to a genset-backed uninterruptible power supply
<u>US5905321</u>	Energy storage flywheel apparatus and methods

<u>US5920138</u>	Motor/generator and axial magnetic bearing utilizing common magnetic circuit
<u>US5929548</u>	High inertia inductor-alternator
<u>US5932935</u>	Energy storage flywheel emergency power source and methods
<u>US5955816</u>	Energy storage flywheel apparatus and methods
<u>US5969457</u>	Energy storage flywheel apparatus and methods
<u>US5994794</u>	Methods and apparatus for providing protection to batteries in an uninterruptible power supply
<u>US6029538</u>	Replaceable bearing cartridge assembly for flywheel energy system
<u>US6166472</u>	Airgap armature coils and electric machines using same
<u>US6208056</u>	Cartridge armatures for electro-dynamic machines
<u>US6255743</u>	Method and apparatus for providing an uninterruptible supply of electric power to a critical load
<u>US6323573</u>	High-efficiency inductor-alternator
<u>US6657320</u>	Integrated flywheel uninterruptible power supply system
<u>US6844706</u>	Multiple path variable speed constant frequency device having automatic power path selection capability

<u>US6914349</u>	Universal uninterruptible power supply input circuitry and methods for configuring same
<u>US7030593</u>	Multiple path variable speed constant frequency device having automatic power path selection capability
<u>US7400052</u>	Transient energy systems and methods for use of the same
<u>US7425807</u>	Transient energy systems and methods for use of the same
<u>US7750518</u>	Transient energy systems and methods for use of the same
<u>US8822822</u>	Insulation system for prevention of corona discharge
<u>US9209663</u>	Apparatus and methods for passive magnetic reduction of thrust force in rotating machines
<u>US5864198</u>	Brushless generator
<u>US6124702</u>	Step switch cycloconverter utilizing multi-tap armature
<u>US6192687</u>	Uninterruptible power supply utilizing thermal energy source
<u>US6236123</u>	Generator providing alternating current which has a selected frequency
<u>US6408627</u>	Integrated continuous power system assemblies
<u>US6463738</u>	Method and apparatus for providing a continuous supply of electric power

<u>US6512305</u>	Method and apparatus having a turbine working in different modes for providing an uninterruptible supply of electric power to a critical load
<u>US6955050</u>	Thermal storage unit and methods for using the same to heat a fluid
<u>US7086231</u>	Thermal and compressed air storage system
<u>US7127895</u>	Systems and methods for providing backup energy to a load
<u>US7314059</u>	Systems and methods for controlling pressure of fluids
<u>US7642664</u>	Transient energy systems and methods for use of the same
<u>US7693402</u>	Thermal storage unit and methods for using the same to heat a fluid
<u>US7753646</u>	Systems and methods for cooling bearings
<u>US7918091</u>	Systems and methods for controlling humidity
<u>US8333330</u>	Systems and methods for controlling temperature and pressure of fluids
<u>US8671686</u>	Systems and methods for providing backup energy to a load
<u>DE60008408D1</u>	UNINTERRUPTIBLE POWER SUPPLY WITH AN INTEGRATED FLYWHEEL
<u>DE60008408T2</u>	Uninterruptible power supply system with an integrated flywheel

<u>DE60026700D1</u>	A THERMAL ENERGY SOURCE TO USE UNINTERRUPTIBLE POWER SUPPLY (UPS)
<u>DE60026700T2</u>	A THERMAL ENERGY SOURCE TO USE UNINTERRUPTIBLE POWER SUPPLY (UPS)
<u>DE69704847D1</u>	DEVICE FOREGOING AN ENERGIESPEICHERNDEN FLYWHEEL
<u>DE69704847T2</u>	DEVICE FOREGOING AN ENERGIESPEICHERNDEN FLYWHEEL
<u>DE69714746D1</u>	PROCESS AND APPARATUS FOR SUPPLYING A GENERATOR MASCHINENSATZ UNTERSTÜTZTEN SUSPENSION OUTDOOR POWER SUPPLY STARTING POWER
<u>DE69714746T2</u>	PROCESS AND APPARATUS FOR SUPPLYING A GENERATOR MASCHINENSATZ UNTERSTÜTZTEN SUSPENSION OUTDOOR POWER SUPPLY STARTING POWER
<u>DE69735825D1</u>	Air gap armature coil of an energiespeicherndem swing level
<u>DE69735826D1</u>	Monitoring system for an energy-retaining flywheel
<u>DE69735827D1</u>	Details of wearing his shaft and energy-retaining flywheel
<u>DE69834337D1</u>	REPLACEABLE CARTRIDGE BEARING ASSEMBLY FOR A FLYWHEEL ENERGY SYSTEM
<u>EP0879496B1</u>	ENERGY STORAGE FLYWHEEL APPARATUS AND METHODS
<u>EP0925628B1</u>	METHODS AND APPARATUS FOR PROVIDING STARTUP POWER TO A GENSET-BACKED UNINTERRUPTIBLE POWER SUPPLY
<u>EP0944948B1</u>	PERMANENT MAGNET GENERATOR FOR PROVIDING ALTERNATING CURRENT WHICH HAS A SELECTED FREQUENCY

<u>EP0981852B1</u>	METHODS AND APPARATUS FOR PROVIDING PROTECTION TO BATTERIES IN AN UNINTERRUPTIBLE POWER SUPPLY
<u>EP1012950B1</u>	REPLACEABLE BEARING CARTRIDGE ASSEMBLY FOR FLYWHEEL ENERGY SYSTEM
<u>EP1045503B1</u>	Airgap armature coil for energy storage flywheel apparatus
<u>EP1045506B1</u>	Monitoring system for energy storage flywheel
<u>EP1047175B1</u>	Energy storage flywheel apparatus and journaling details thereof
<u>EP1226643B1</u>	INTEGRATED FLYWHEEL UNINTERRUPTIBLE POWER SUPPLY SYSTEM