

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emergent Power Inc.		03/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Generate Lending, LLC		
Street Address:	555 De Haro Street, Suite 300		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Limited Liability Company: 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:	8046971339		
<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:	8046971870		
Email:	julia.bishop@troutmansanders.com		
Correspondent Name:	Julia M. Bishop, Troutman Sanders LLP		
Address Line 1:	600 PEACHTREE ST, NE, STE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	247197.000006		
NAME OF SUBMITTER:	Julia M. Bishop		
SIGNATURE:	/JMB/		
DATE SIGNED:	04/18/2016		
Total Attachments: 3			

OP \$140.00 3320345

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IP SECURITY AGREEMENT
(TRADEMARKS)

THIS IP SECURITY AGREEMENT (this "IP Security Agreement") is dated as of the 21st day of March, 2016, by **EMERGENT POWER INC.**, a Delaware corporation ("Grantor"); and GENERATE LENDING, LLC (the "Secured Party").

Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement dated as of March 2, 2016 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Plug Power Inc., as Borrower, the Guarantors party thereto, and the Secured Party. The Grantor and the Secured Party, among others, are also parties to a General Security Agreement dated as of March 2, 2016 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement").

Subject to the terms of the Security Agreement, the Grantor hereby grants 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 and made a part hereof, to secure the payment and performance of the Obligations.

This IP Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any jurisdiction other than New York are governed by the laws of such jurisdiction.

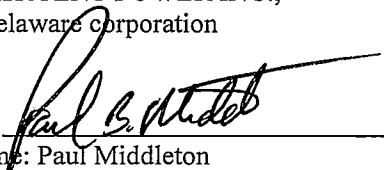
This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

The provisions of this IP Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Section 12.7 (Successors and Assigns Reliance) of the Loan Agreement shall apply hereto, *mutatis mutandis*. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

[Signature appears on following page]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement (Trademarks) to be duly executed by its duly authorized officer, all as of the date first above written.

EMERGENT POWER INC.,
a Delaware corporation

By: 
Name: Paul Middleton
Title: Treasurer

SCHEDULE 1
TO IP SECURITY AGREEMENT

REGISTERED TRADEMARKS AND APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration 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