

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
SUPERPROTONIC, INC.	02/11/2008

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 Sand Hill Road, Suite 150
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	6468684
Patent Number:	7125621
Patent Number:	7250232
Patent Number:	7255962
Application Number:	11516827
Application Number:	10211882
PCT Number:	US0510982
Application Number:	11095464
PCT Number:	US0520639
Application Number:	11764383
PCT Number:	US0523827
PCT Number:	US0627340
Application Number:	11485715
Application Number:	11760555

CORRESPONDENCE DATA

PATENT

500611634

REEL: 021328 FRAME: 0833

CH \$560.00 6468684

Fax Number: (415)591-1400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: tsien@winston.com

Correspondent Name: Ted Sien

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Address Line 2: Winston & Strawn LLP

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:

250121.1

NAME OF SUBMITTER:

John D. Fredericks, Esq.

Total Attachments: 7

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TRIPLEPOINT
CAPITAL

PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated February 11, 2008 by and between TriplePoint Capital LLC, a Delaware company and SUPERPROTONIC, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is SUPERPROTONIC, INC. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and SUPERPROTONIC, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated February 11, 2008 (together with amendments, supplements, extensions and exhibits, collectively the Loan Agreement). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

In accordance with the terms of the Loan Agreement and until all Secured Obligations have been repaid in full thereunder, You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and Trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted under the Loan Agreement to secure the Secured Obligations thereunder. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. **OUR RIGHT TO SUE**

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. **FURTHER ASSURANCES**

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. **MODIFICATION**

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoints Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. **BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Us, of any or all other rights, powers or remedies.


7. **GOVERNING LAW; COUNTERPARTS**

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: SUPERPROTONIC INC.
Signature: 
Print Name: Thomas Jahn
Title: Chief Executive Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

PATENTS, PATENT LICENSES AND PATENT APPLICATIONS

PATENTS

<u>Patent Name</u>	<u>Status and Date Issued</u>	<u>Patent Number</u>
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None.

PATENT LICENSES

<u>Patent Name</u>	<u>Status</u>	<u>Patent/Application Number</u>
Proton Conducting Membrane Using a Solid Acid- USA	Issued- 10/22/02	6468684
Proton Conducting Membrane Using a Solid Acid- USA	Issued- 10/24/06	7125621
Processing Techniques for the Fabrication of Solid Acid Fuel Cell Membrane Electrode Assemblies- USA	Issued- 7/31/2007	7250232
Eulytite Solid Acid Electrolytes for Electrochemical Devices- USA	Issued- 8/14/2007	7255962
Proton Conducting Membrane Using a Solid Acid- Canada	Issued- 5/23/2006	2359865
Proton Conducting Membrane Using a Solid Acid- Europe	Pending- 1/21/2000	930068.2
Proton Conducting Membrane Using a Solid Acid- Japan	Issued- 4/06/2007	3938662
Proton Conducting Membrane Using a Solid Acid- USA	Pending- 9/6/2006	11/516827
Solid Acid Electrolytes for Electrochemical Devices- Europe	Published- 8/1/2002	2768403.4
Solid Acid Electrolytes for Electrochemical Devices- Japan	Pending- 8/1/2002	2003-517965
Solid Acid Electrolytes for Electrochemical Devices- USA	Published- 8/1/2002	10/211,882
Direct Alcohol Fuel Cells Using Solid Acid Electrolytes- Brazil	Pending- 3/30/2005	PI0509094-6
Direct Alcohol Fuel Cells Using Solid Acid Electrolytes- China	Published- 3/30/2005	200580008945.7
Direct Alcohol Fuel Cells Using Solid Acid Electrolytes- Australia	Pending- 3/30/2005	2005231162
Direct Alcohol Fuel Cells Using Solid Acid Electrolytes- Canada	Pending- 3/30/2005	2559028
Direct Alcohol Fuel Cells Using Solid Acid Electrolytes- Europe	Published- 3/30/2005	5732324.8
Direct Alcohol Fuel Cells Using Solid Acid Electrolytes- Japan	Pending- 3/30/2005	2007-506581
Direct Alcohol Fuel Cells Using Solid Acid Electrolytes- PCT	Pending- 3/30/2005	PCT/US2005/010982
Direct Alcohol Fuel Cells Using Solid Acid Electrolytes- Russia	Pending- 3/30/2005	2006138048
Direct Alcohol Fuel Cells Using Solid Acid Electrolytes- USA	Published- 3/30/2005	11/095464
Processing Techniques for the Fabrication of Solid Acid Fuel Cell Membrane Electrode Assemblies- Australia	Pending- 6/10/2005	2005255924
Processing Techniques for the Fabrication of Solid Acid Fuel Cell Membrane Electrode Assemblies- Brazil	Pending- 6/10/2005	PI0511950-2
Processing Techniques for the Fabrication of Solid Acid Fuel Cell Membrane Electrode Assemblies- Canada	Pending- 6/10/2005	2569366
Processing Techniques for the Fabrication of Solid Acid Fuel Cell Membrane Electrode Assemblies- China	Published- 6/10/2005	200580019146.X
Processing Techniques for the Fabrication of Solid Acid Fuel Cell Membrane Electrode Assemblies- Europe	Pending- 6/10/2005	5758010.2
Processing Techniques for the Fabrication of Solid Acid Fuel Cell Membrane Electrode Assemblies- Japan	Pending- 6/10/2005	2007-527786
Processing Techniques for the Fabrication of Solid Acid Fuel Cell Membrane Electrode Assemblies- PCT	Pending- 6/10/2005	PCT/US2005/020639
Processing Techniques for the Fabrication of Solid Acid Fuel Cell Membrane Electrode Assemblies- Russia	Pending- 6/10/2005	2007100357
Processing Techniques for the Fabrication of Solid Acid Fuel Cell Membrane Electrode Assemblies- USA	Issued- 7/31/2007	7250232

IP Security Agt (SUPERPROTONIC)

Processing Techniques for the Fabrication of Solid Acid Fuel Cell Membrane Electrode Assemblies- USA	Published- 6/18/2007	11/764383
Eulytite Solid Acid Electrolytes for Electrochemical Devices- Japan	Filed- 6/30/2005	2007-520440
Eulytite Solid Acid Electrolytes for Electrochemical Devices- PCT	Pending- 6/30/2005	PCT/US2005/023827
Eulytite Solid Acid Electrolytes for Electrochemical Devices- USA	Issued- 8/14/2007	7255962
Advanced Solid Acid Electrolyte Composites- PCT	Published- 7/13/2006	PCT/US06/27340
Advanced Solid Acid Electrolyte Composites- USA	Published- 7/12/2006	11/485715

PATENT APPLICATIONS

<u>Name</u>	<u>Status & Date Filed</u>	<u>Application Number</u>
Determination of Ohmic Losses in Electrical Devices- USA	Filed- 6/8/2007	11/760555

SCHEDULE B

TRADEMARKS, TRADEMARK LICENSES AND TRADEMARK APPLICATIONS

TRADEMARKS

<u>Name</u>	<u>Date Filed or Issued</u>	<u>Serial Number</u>	<u>Status</u>
Superprotonic- Japan	4/3/2007	5040302	Registered

TRADEMARK LICENSES

<u>Name</u>	<u>Serial Number</u>	<u>Status</u>
None		

TRADEMARK APPLICATIONS

<u>Name</u>	<u>Date Filed</u>	<u>Serial Number</u>	<u>Status</u>
Superprotonic- Canada	8/3/2006	1311759	Pending
Superprotonic- China	10/28/2006	5683985	Filed
Superprotonic- Europe	7/21/2006	5213319	Pending
Superprotonic- India	7/27/2006	1474485	Pending
Superprotonic- Russia	7/21/2006	2006720432	Pending
Superprotonic- USA	4/28/2006	78872641	Published
Superprotonic- China	10/26/2006	5683984	Pending
Logo- United States	10/20/2006	77/206,105	Published

SCHEDULE C

COPYRIGHTS, COPYRIGHT LICENSES AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

<u>Registration Number</u>	<u>Title</u>	<u>Registration Date</u>	<u>V&A No.</u>
None.			

COPYRIGHT LICENSES

None.

COPYRIGHT APPLICATIONS

<u>Title</u>	<u>Date Filed</u>	<u>V&A No.</u>
None.		