

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Nth Power LLC	11/20/2008
Loudwater Trust Limited	11/20/2008

RECEIVING PARTY DATA

Name:	Pentadyne Power Corporation
Street Address:	20750 Lassen Street
City:	Chatsworth
State/Country:	CALIFORNIA
Postal Code:	91311

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	7187087
Patent Number:	7170255
Patent Number:	7109622
Patent Number:	7078876
Patent Number:	6175172
Patent Number:	6144128
Patent Number:	5998899
Patent Number:	5864303
Patent Number:	5770909
Patent Number:	5767595
Patent Number:	5708312
Patent Number:	5628232
Patent Number:	5568023
Patent Number:	5566588

OP \$640.00 7187087

Patent Number:	5559381
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Patent Number:	5462402
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CORRESPONDENCE DATA

Fax Number: (213)457-8080

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ATTORNEY DOCKET NUMBER:	360772-20009
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NAME OF SUBMITTER:	Jeffrey A. Spivak
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Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS**

This TERMINATION AND RELEASE dated as of November 20, 2008, from Nth Power LLC, a California limited liability company, as agent ("Nth Power") and Loudwater Trust Limited, a company organized under the laws of Guernsey, as agent ("Loudwater" and, together with Nth Power, the "Secured Parties"), to Pentadyne Power Corporation, a Delaware corporation with its principal place of business located at 20750 Lassen Street Chatsworth, CA 91311 (the "Company").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Patent Security Agreement, dated as of September 7, 2007, made by the Company in favor of Nth Power (the "2007 Bridge Patent Security Agreement"), a security interest (the "2007 Bridge Patent Security Interest") was granted by the Company to Nth Power in the Patent Collateral (as hereinafter defined);

WHEREAS, the 2007 Bridge Patent Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on June 25, 2007 at Reel 019489 and Frame 0035; and

WHEREAS, pursuant to that certain Patent Security Agreement, dated as of September 7, 2007, made by the Company in favor of Loudwater (the "Loudwater Patent Security Agreement"), together with the 2007 Bridge Patent Security Agreement, the "Patent Security Agreements"), a security interest (the "Loudwater Patent Security Interest, together with the 2007 Bridge Patent Security Interest, the "Patent Security Interests") was granted by the Grantor to Loudwater in the Patent Collateral;

WHEREAS, the Loudwater Patent Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on September 7, 2007 at Reel 019910 and Frame 0513; and

WHEREAS, the Secured Parties now desire to terminate and release the entirety of their Patent Security Interests in the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Patent Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Parties hereby state as follows:

1. Definitions: The term "Patent Collateral," as used herein, shall have the meaning provided by reference in the Collateral Agreements and include, without limitation, all of the Company's right, title and interest of every kind and nature as of the date hereof in all patents and patent applications filed in the United States Patent and Trademark Office (including those items listed on Schedule A hereto).

2. Release of Security Interest: The Secured Parties hereby terminate, release and discharge their Patent Security Interests in the Patent Collateral, and any right, title or interest of the Secured Parties in such Patent Collateral shall hereby cease and become void.

3. Further Assurances: The Secured Parties hereby agree to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Patent Security Interests contemplated hereby.

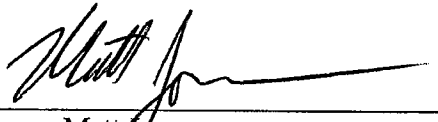
4. Governing Law. **IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS.**

5. Counterparts. This Termination and Release may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have executed this Termination and Release as of the date first above written.

Nth Power LLC,
a California limited liability company,
as Agent

By: 
Name: Matt Jones
Title: Partner

Loudwater Trust Limited,
a company organized under the laws of Guernsey,
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Termination and Release as of the date first above written.

Nth Power LLC,
a California limited liability company,
as Agent

By: _____
Name: Matt Jones
Title: Partner

Loudwater Trust Limited,
a company organized under the laws of Guernsey,
as Agent

By: _____
Name: Robert Fearn
Title: Director

Schedule A

Patents

Patent	Patent Number
Flywheel with Backup Generator 2	7,187,087
Feed Forward Controller 2	7,170,255
Flywheel with Backup Generator 1	7,109,622
Feed Forward Controller 1	7,078,876
Hub and Cylinder Design for Flywheel System	6,175,172
Safety System for Flywheel System	6,144,128
Magnetic Bearing System & Operating Control System	5,998,899
Capacitive Sensor for Magnetic Bearing	5,864,303
Synchronous Motor-Generator & Field Control System	5,770,909
Flywheel System for Mobile Energy Storage	5,767,595
Magnetic Bearing System for Flywheels	5,708,312
Flywheel Rotor with Conical Hub & Methods of Mfg	5,628,232
Electric Power Train Control	5,568,023
Flywheel Rotor with Conical Hub & Methods of Mfg	5,566,588
Flywheel Support System for Mobile Energy Storage	5,559,381
Flywheel system with Integral Molecular Pump	5,462,402