

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Potenco, Inc	08/17/2009

RECEIVING PARTY DATA

Name:	Robert M. Perkowitz, as Agent
Street Address:	3817 Bonwood Drive
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28211

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	11983418
Application Number:	11983420
Application Number:	11983422
Application Number:	11983423
Application Number:	11983424
Application Number:	11983426
Application Number:	11983427
Application Number:	11983428
Application Number:	11983432
Application Number:	11983419
Application Number:	12150310
Application Number:	12150513

CORRESPONDENCE DATA

Fax Number: (312)609-5005

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

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**PATENT
 REEL: 023244 FRAME: 0846**

CH \$480.00 11983418

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ATTORNEY DOCKET NUMBER:	29105.00.0018
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NAME OF SUBMITTER:	Patricia O'Donoghue
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Total Attachments: 5
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") made as of this 17th day of August, 2009 by Potenco, Inc., a Delaware corporation ("Grantor"), in favor of Robert M. Perkowitz, an individual, in his capacity as Agent for himself and the Lenders (defined below) ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantor and Robert M. Perkowitz, an individual (in such capacity, "Perkowitz"), are parties to that certain Secured Promissory Note dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Perkowitz Secured Note") in the original principal amount of Thirty Thousand and No/100 Dollars (\$30,000.00);

WHEREAS, Grantor and Carl Page, an individual ("Page" and together with Perkowitz, the "Lenders"), are parties to that certain Secured Promissory Note dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Page Secured Note" and together with the Perkowitz Secured Note, the "Secured Notes") in the original principal amount of Thirty Thousand and No/100 Dollars (\$30,000.00);

WHEREAS, as a condition precedent to the availability of such loans and other financial accommodations under the Secured Notes, Grantor has executed and delivered that certain Security Agreement, dated as of even date herewith (the "Security Agreement"), among Grantor, Grantee, as Agent and a Lender, and Page, as a Lender, pursuant to which Grantor has granted to Grantee, for the benefit of himself and the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent registrations and patent applications and all renewals, extensions and continuations of any of the foregoing (the "Patents"), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Secured Notes;

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

1. Incorporation of Secured Notes and Security Agreement. Each of the Secured Notes and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of himself and the Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

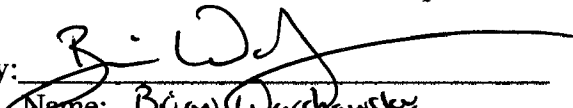
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(Signature Page to Patent Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

POTENCO, INC., a Delaware corporation

By: 
Name: Brian Warshawsky
Its: CEO

Signature Page to Patent Security Agreement

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

A handwritten signature in black ink, appearing to read 'RMP', written over a horizontal line.

ROBERT M. PERKOWITZ, an individual,
as Agent

SCHEDULE 1

PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>
All patents currently pending.	

PATENT APPLICATIONS

<u>Patent Description</u>	<u>U.S. Patent Application No.</u>	<u>Filing Date</u>
Human power generation using a pulley	11/983,418	11/7/07
Duty cycle improvement for human power generation	11/983,420	11/7/07
Secondary attachment for human power generation	11/983,422	11/7/07
Human power generation using dual pulls	11/983,423	11/7/07
Motor powered string retraction for a human power generator	11/983,424	11/7/07
Anchor for a human power generator	11/983,426	11/7/07
Gearless human power generation	11/983,427	11/7/07
Electrical power generator with adaptive coupling	11/983,428	11/7/07
Human power generator with a sealed and unsealed chambers	11/983,432	11/7/07
Stator with integral bushing for a human power generator	11/983,419	11/7/07
Synchronous control for generator output	12/150,310	4/25/08
Thermal management for a human power generator	12/150,513	4/18/07