

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
ECOMOTORS, INC.	01/27/2011

RECEIVING PARTY DATA

Name:	HERCULES TECHNOLOGY III, L.P.
Street Address:	400 Hamilton Avenue, Suite 310
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301

PROPERTY NUMBERS Total: 17

Property Type	Number
Application Number:	12723418
Application Number:	61267853
Application Number:	61387881
Application Number:	12791832
Application Number:	12843012
Application Number:	12417568
Application Number:	12840737
Application Number:	61309814
Application Number:	12877766
Application Number:	12583916
Application Number:	12823412
Application Number:	12583881
Application Number:	12625511
Application Number:	61311508
PCT Number:	US1037053

OP \$680.00 12723418

PCT Number:	US1020707
PCT Number:	US0967709

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36591
NAME OF SUBMITTER:	Penelope J.A. Agodoa

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of January 27, 2011 by and between HERCULES TECHNOLOGY III, L.P., a Delaware limited partnership ("Lender") and ECOMOTORS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

I. Grant of Security Interest.

A. To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto (as may be amended from time to time)), whether presently existing or hereafter arising or acquired, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Grantor authorizes Lender to unilaterally modify this Agreement by amending Exhibits A, B and C to include any Intellectual Property that Grantor may attain rights to in the future.

B. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

II. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement and any amendments in accordance herewith.

III. Warranties. Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder of page left blank intentionally.]

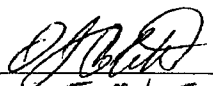
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ECOMOTORS, INC.
Attention: Cheryl Samarco, Controller
17000 Federal Dr., Suite 200
Allen Park, MI 48101
Facsimile: (313) 982-1935
Telephone: (313) 294-5704

ECOMOTORS, INC..

By: 
Name: G. Joffe
Its: PRESIDENT

LENDER:

Address of Lender:

HERCULES TECHNOLOGY III, L.P.
Legal Department
Attention: Chief Legal Officer and Associate
General Counsel
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Facsimile: 650-473-9194
Telephone: 650-289-3060

HERCULES TECHNOLOGY III, L.P.,
a Delaware limited partnership

By: Hercules Technology SBIC
Management, LLC, its General Partner

By: Hercules Technology Growth Capital, Inc., its
Manager

By: _____
Name: _____
Its: _____

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Legal Department
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HERCULES TECHNOLOGY III, L.P.,
a Delaware limited partnership

By: Hercules Technology SBIC
Management, LLC, its General Partner

By: Hercules Technology Growth Capital, Inc., its
Manager

By: 
Name: K. Nicholas Maritsch
Its: Associate General Counsel

EXHIBIT A

Copyrights

Description
None.

Registration
Number

Registration
Date

EXHIBIT B

Patents

	Title	App. No./Pub. No	File Date
✕	Guided Bridge for Outer OPOC Piston	USSN 12/723,418	3/12/2010
✕	Seal Assembly for an ICE	61/267853	12/9/2009
✕	Roller Joint	61/387881	9/29/2010
✕	Electric Motor Rotor (Anti-expansion ring)	USSN 12/791832	6/1/2010
✕	Electric Motor Rotor (Anti-expansion ring)	PCT/US10/37053	6/2/2010
✕	Method of Controlling an EAT (for NOx)	12/843,012	7/24/2010
✕	Cooling an Electrically Controlled Turbocharger- spray oil on stator	12/417,568 US Pub 2010-0175377	4/2/2009
✕	Improvements in an Electrically Controlled Turbocharger	PCT/US2010/20707 Pub WO-2010081123	1/12/2010
✕	Cooling an Electrically Controlled Turbocharger	USSN 12/840,737	7/21/2010
✕	Multi-Stage Injection System for an OPOC Engine	61/309,814	3/2/2010
✕	Supercritical-State Fuel Injection System and Method	12/877766	8/8/2010
✕	Lubrication System - Stationary Ring	USSN 12/583,916 Pub 2010-0050978	8/27/2009
✕	Lubricating Scraper Ring	USSN 12/823,412	6/25/2010
✕	Hybrid Engine System	USSN 12/583881 Pub WO/2010-0056327	8/27/2009
✕	Hybrid Engine System (Control Method)	USSN 12/625511 Pub 20100082192	11/24/2009
✕	Hybrid Engine System	PCT/US2009/67709 Pub WO 2010077782	12/11/2009
✕	Counter Rotating Generator	61/311,508	3/8/2010
✕	"TRIBRID" for Automobile Engines - Class 012	SN 85/102576 Filing Receipt	8/7/2010

EXHIBIT C
Trademarks

TRADEMARK	NATION	CLASS	REG. NO. / SERIAL NO.
ECOMOTORS®	CHINA	Generators, Including Diesel Generators in International Class 007	6909025
ECOMOTORS™	CHINA	Land Vehicles And Structural Parts Therefor; Land Vehicles, Namely, Automobiles, Trucks, Motorcycles; Engines For Land Vehicles; Parts And Components For Land Vehicles, Namely, Axles, Drive Gears, And Transmissions; Land Vehicle Power Train Systems Comprised Of Engines, Driveshafts, Axles, And Transmissions In International Class 012	A0012689
ECOMOTORS™	HONG KONG	Land Vehicles And Structural Parts Therefor; Land Vehicles, Namely, Automobiles, Trucks, Motorcycles; Engines For Land Vehicles; Parts And Components For Land Vehicles, Namely, Axles, Drive Gears, And Transmissions; Land Vehicle Power Train Systems Comprised Of Engines, Driveshafts, Axles, And Transmissions In International Class 012	301596178
ECOMOTORS™	INDIA	Generators, Including Diesel Generators in International Class 007	1712115
ECOMOTORS™	INDIA	Land Vehicles And Structural Parts Therefor; Land Vehicles, Namely, Automobiles, Trucks, Motorcycles; Engines For Land Vehicles; Parts And Components For Land Vehicles, Namely, Axles, Drive Gears, And Transmissions; Land Vehicle Power Train Systems Comprised Of Engines, Driveshafts, Axles, And Transmissions In International Class 012	1697029
ECOMOTORS™	USA	Land Vehicles And Structural Parts Therefor; Land Vehicles, Namely, Automobiles, Trucks, Motorcycles; Engines For Land Vehicles; Parts And Components For Land Vehicles, Namely, Axles, Drive Gears, And Transmissions; Land Vehicle Power Train Systems Comprised Of Engines, Driveshafts, Axles, And Transmissions In International Class 012	77/484,977
ECOMOTORS INTERNATIONAL™	CHINA	Land Vehicles And Structural Parts Therefor; Land Vehicles, Namely, Automobiles, Trucks, Motorcycles; Engines For Land Vehicles; Parts And Components For Land Vehicles, Namely, Axles, Drive Gears, And Transmissions; Land Vehicle Power Train Systems Comprised Of Engines, Driveshafts, Axles, And Transmissions In International Class 012	A0012686
ECOMOTORS INTERNATIONAL™	INDIA	Land Vehicles And Structural Parts Therefor; Land Vehicles, Namely, Automobiles, Trucks, Motorcycles; Engines For Land Vehicles; Parts And Components For Land Vehicles, Namely, Axles, Drive Gears, And Transmissions; Land Vehicle Power Train Systems Comprised Of Engines, Driveshafts, Axles, And Transmissions In International Class 012	1697030

TRADEMARK	NATION	CLASS	REG. NO. / SERIAL NO.
ECOMOTORS INTERNATIONAL™	USA	Land Vehicles And Structural Parts Therefor; Land Vehicles, Namely, Automobiles, Trucks, Motorcycles; Engines For Land Vehicles; Parts And Components For Land Vehicles, Namely, Axles, Drive Gears, And Transmissions; Land Vehicle Power Train Systems Comprised Of Engines, Driveshafts, Axles, And Transmissions In International Class 012	77/485,029

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RECORDED: 02/02/2011

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