

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
Nanostellar, Inc.	03/11/2011

RECEIVING PARTY DATA

Name:	WGC Holdings Limited
Street Address:	10 Old Bailey
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4M 7NG

PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	7527771
Patent Number:	7521392
Patent Number:	7482163
Patent Number:	7561756
Patent Number:	7430322
Patent Number:	7381683
Patent Number:	7381682
Patent Number:	7605109
Patent Number:	7611680
Patent Number:	7709414
Patent Number:	7813523
Patent Number:	7817819
Patent Number:	7517826
Patent Number:	7534738
Patent Number:	7709407

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PATENT
REEL: 026008 FRAME: 0439

CH \$1000.00 7527771

Patent Number:	7745367
Application Number:	11533220
Application Number:	11942711
Application Number:	12030793
Application Number:	12050062
Application Number:	12615135
Application Number:	12686568
Application Number:	61285498
Application Number:	61291786
Application Number:	61384041

CORRESPONDENCE DATA

Fax Number: (202)739-3001

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

Phone: 202-739-3000

Email: jennifer.evans@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	069296-0001
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NAME OF SUBMITTER:	Jennifer C. Evans
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Total Attachments: 12

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ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

This Acknowledgement of Intellectual Property Collateral Lien (this “**Acknowledgement**”) is dated as of March 11, 2011 by and among the Grantors listed on the signature pages hereto (individually, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of WGC HOLDINGS LIMITED (in such capacity, the “**Secured Party**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among the Nanostellar, Inc., a Delaware corporation (the “**Borrower**”), and the Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the “**Credit Agreement**”), the Secured Party has agreed to provide the loan described therein (the “**Loan**”) to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof among the Grantors and the Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the “**Security Agreement**”), each of the Grantors granted to Secured Party certain liens on the Collateral to secure its respective Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement and/or the Security Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party to enter into the Loan Documents and to make the Loan to the Borrower thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, if not defined in the Security Agreement, the meanings assigned to such terms in the Credit Agreement, and, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect from time to time. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby reaffirms its grant to Secured Party of a Lien upon all of its right, title and

interest in, to and under the Intellectual Property Collateral (as defined below), and further reaffirms its collateral assignment, conveyance, mortgage, pledge, hypothecation and transfer to Secured Party of a lien on and security interest in all of its right, title and interest in, to and under the following, whether now existing or hereafter acquired (herein referred to as “**Intellectual Property Collateral**”):

(i) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(ii) all of its owned Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;

(iv) all renewals, reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark License, Patent and Patent License, Copyright and Copyright License; and

(vi) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (a) infringement or dilution of any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License or (b) injury to the goodwill associated with any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral reaffirmed herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

[Signatures appear on the following page]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

NANOSTELLAR, INC.,
a Delaware corporation

By: Bill Miller
Name: Bill Miller
Title: Chairman

Address: 3696 Haven Avenue, Suite B
Redwood City, CA 94063
Attention: Pankaj Dhingra, President
Telephone: 650.381.7152
FAX: 650.368.1101
E-MAIL: pdhingra@nanostellar.com

Accepted and Agreed:

WGC HOLDINGS LIMITED,
as Secured Party

By: _____
Name:
Title:

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ~~San Mateo~~ California }
 COUNTY OF SAN MATEO } ss.
 On MARCH 9, 2011, before me, LAURIE M. TOGNOLINI, Notary Public
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
 personally appeared BILL MILLER,
Name of Signer(s)

☐ personally known to me – OR – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Laurie M. Tognolini
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

**Acknowledgement of Intellectual Property
 Collateral Lien**

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

NANOSTELLAR, INC.,
a Delaware corporation

By: _____
Name: Bill Miller
Title: Chairman

Address: 3696 Haven Avenue, Suite B
Redwood City, CA 94063
Attention: Pankaj Dhingra, President
Telephone: 650.381.7152
FAX: 650.368.1101
E-MAIL: pdhingra@nanostellar.com

Accepted and Agreed:

WGC HOLDINGS LIMITED,
as Secured Party

By: _____
Name: Robin Lee
Title: Authorized Signatory

Acknowledgement of IP Collateral Lien
WGC/Nanostellar
DB2/22195666

PATENT
REEL: 026008 FRAME: 0445

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Application No.	Country	Registration No.	Word Mark	Serial No.	Status	Filing Date	Issued Date
	US	3359211	Nanostellar	77155438	Registered	4/12/07	12/25/07

B. TRADEMARK APPLICATIONS

Application No.	Country	Registration No.	Word Mark	Serial No.	Status	Filing Date	Issued Date
85/239,377	US		NS Gold		Application	2/10/11	

C. TRADEMARK LICENSES

None

A. REGISTERED PATENTS

Docket No.	Country	Category	Title	Serial No.	Status	Filing Date	Issued Date
NANO/0007	US	Characterization	Method of Preparing Nanoparticle Samples for Characterization	11/016,578	7,527,771	12/17/04	5/5/09
NANO/0003	US	Composition - Other	Supported Catalysts Having Platinum Particles	11/061,033	7,521,392	2/18/05	4/21/09
NANO/0004	US	Modelling	Method of Estimating Chemical Reactivity of Nanoparticles	11/060,850	7,482,163	2/18/05	1/27/09
NANO/0008	US	Characterization	Particle Shape Characterization from 2D Images	11/120,462	7,561,756	5/2/05	7/14/09
NANO/0008.P1	US	Characterization	Particle Shape Characterization from 2D Images	11/167,517	7,430,322	6/27/05	9/30/08
NANO/0002.C1	US	Synthesis	Method of Producing Multi-Component Catalysts	11/261,132	7,381,683	10/28/05	6/3/08
NANO/0014.C1	US	Synthesis	Method for Producing Heterogeneous Catalysts Containing Metal Nanoparticles	11/260,996	7,381,682	10/28/05	6/3/08
NANO/0002.P3	US	Composition - Pt-Bi	Platinum-Bismuth Catalysts for Treating Engine Exhaust	11/621,483	7,605,109	1/9/07	10/20/09
NANO/0002.P4	US	Composition - Pt-Bi	Platinum-Bismuth Catalysts for Treating Engine Exhaust	11/621,498	7,611,680	1/9/07	11/3/09
NANO/0022	US	Composition - NS Gold	Engine Exhaust Catalyst Containing Palladium-Gold	11/624,128	7,709,414	1/17/07	5/4/10
NANO/0023	US	Characterization	Dispersion and Metal Particle Size Characterization of Nanocatalysts	11/695,943	7,813,523	4/3/07	10/12/10
NANO/0024	US	Characterization	Characterization of Metal Particle Distributions in a Supported Catalyst	11/696,035	7,817,819	4/3/07	10/19/10
NANO/0016KR	Korea	Composition - Pt-Bi	Platinum-Bismuth Catalysts for Treating Engine Exhaust	2007-0050565	KR 0942080	5/23/07	2/4/10

NANO/0022KR	Korea	Composition - NS Gold	Engine Exhaust Catalyst Containing Palladium-Gold	2007-0050567	KR 0917495	5/23/07	9/8/09
NANO/0016GB	UK	Composition - Pt-Bi	Platinum-Bismuth Catalysts for Treating Engine Exhaust	0710116.5	GB 2443895	5/25/07	10/14/09
NANO/0021GB	UK	Composition - NS Gold	Engine Exhaust Catalyst Containing Palladium-Gold	0710115.7	GB 2444126	5/25/07	5/27/09
NANO/0022GB	UK	Composition - NS Gold	Engine Exhaust Catalyst Containing Palladium-Gold	0710114.0	GB 2444125	5/25/07	7/21/10
NANO/0026	US	Composition - NS Gold	Engine Exhaust Catalysts Containing Zeolite and Zeolite Mixtures	11/942,712	7,517,826	11/20/07	4/14/09
NANO/0027	US	Composition - NS Gold	Engine Exhaust Catalysts Containing Palladium-Gold	11/942,710	7,534,738	11/20/07	5/19/09
NANO/0034	US	Synthesis	Palladium-Gold Catalyst Synthesis	12/357,346	7,709,407	1/21/09	5/4/10
NANO/0027.C1	US	Composition - NS Gold	Engine Exhaust Catalysts Containing Palladium-Gold	12/436,028	7,745,367	5/5/09	6/29/10

B. PATENT APPLICATIONS

Docket No.	Country	Category	Title	Serial No.	Status	Filing Date
NANO/0020	US	Synthesis	Method and Apparatus for Continuous Catalyst Synthesis	11/533,220	Advisory Action mailed 7/14/2010	9/19/06
NANO/0016EP	EP	Composition - Pt-Bi	Platinum-Bismuth Catalysts for Treating Engine Exhaust	07252155.2	No Office Action	5/25/07
NANO/0021EP	EP	Composition - NS Gold	Engine Exhaust Catalyst Containing Palladium-Gold	07252174.3	Pending	5/25/07
NANO/0022EP	EP	Composition - NS Gold	Engine Exhaust Catalyst Containing Palladium-Gold	07252150.3	Pending	5/25/07

NANO/0033CN	China	Synthesis	Method for Producing Heterogeneous Catalysts Containing Metal Nanoparticles	200780043005.0	Pending	11/19/07
NANO/0033EP	EP	Synthesis	Method for Producing Heterogeneous Catalysts Containing Metal Nanoparticles	07864585.0	OFFICE ACTION DTD 07/20/10	11/19/07
NANO/0033IN	India	Synthesis	Method for Producing Heterogeneous Catalysts Containing Metal Nanoparticles	3539/CHENP/2009	Pending	11/19/07
NANO/0033JP	Japan	Synthesis	Method for Producing Heterogeneous Catalysts Containing Metal Nanoparticles	2009-538470	Pending	11/19/07
NANO/0033KR	Korea	Synthesis	Method for Producing Heterogeneous Catalysts Containing Metal Nanoparticles	2009-7012491	Pending	11/19/07
NANO/0033	US	Synthesis	Method for Producing Heterogeneous Catalysts Containing Metal Nanoparticles	11/942,711	Final rejection; on appeal, Appeal Brief entered by PTO 10/1/10	11/20/07
NANO/0027CN	China	Composition - NS Gold	Engine Exhaust Catalyst Containing Palladium-Gold	200780050117.9	Pending	12/19/07
NANO/0027CND1	China	Composition - NS Gold	Engine Exhaust Catalyst Containing Palladium-Gold (for zeolite coverage)	200910205664.0	Pending	12/19/07
NANO/0027EP	EP	Composition - NS Gold	Engine Exhaust Catalyst Containing Palladium-Gold (for zeolite coverage)	07869495.7	Pending	12/19/07

NANO/0027IN	India	Composition - NS Gold	Engine Exhaust Catalyst Containing Palladium-Gold	4809/CHEN/2009	Pending	12/19/07
NANO/0027IND1	India	Composition - NS Gold	Engine Exhaust Catalyst Containing Palladium-Gold (for zeolite coverage)	4937/CHENP/2009	Pending	12/19/07
NANO/0027JP	Japan	Composition - NS Gold	Engine Exhaust Catalyst Containing Palladium-Gold	2009-546387	Pending	12/19/07
NANO/0027JPD1	Japan	Composition - NS Gold	Engine Exhaust Catalyst Containing Palladium-Gold (for zeolite coverage)	2009-209264	Pending	12/19/07
NANO/0027KR	Korea	Composition - NS Gold	Engine Exhaust Catalyst Containing Palladium-Gold (for zeolite coverage)	2009-7016749	Pending	12/19/07
NANO/0029	US	Synthesis	Palladium-Gold Catalyst Synthesis Using Colloidal Methods	12/030,793	Appeal Brief filed	2/13/08
NANO/0028	US	Characterization	Determining Oxygen Content of Metal Species in Heterogeneous Catalysts	12/050,062	Pending	3/17/08
NANO/0027.P1	US	Composition - NS Gold	Engine Exhaust Catalysts Containing Palladium-Gold (to cover new zeolite configs)	12/615,135	Pending	11/9/09
NANO/0036L	US	Composition - Cu	Engine Exhaust Catalysts Containing Copper-Ceria	61/285,498	Filed on 12/10/09; lapses on 12/10/10	12/10/09
NANO/0036L2	US	Composition - Other	Engine Exhaust Catalysts Doped with Bismuth or Manganese	61/291,786	Filed on 12/31/09; lapses on 12/31/10	12/31/09
NANO/0034P1	US	Synthesis	Palladium-Gold Catalyst Synthesis	12/686,568	Pending	1/13/10

NANO/0034PCT	PCT	Synthesis	Palladium-Gold Catalyst Synthesis	PCT/US10/21526	Pending	1/20/10
NANO/0042L	US	Composition - Other	NITRIC OXIDE OXIDATION CATALYSTS	61/384,041	Filed on 9/17/10; lapses on 9/17/11	9/17/10

C. PATENT LICENSES

Nanostellar has licensed its technology in two instances as follows:

1. Non-exclusive, non-transferable worldwide Patent License Agreement between Nanostellar, Inc. and Fiat Group Purchasing S.r.l. (Italy) dated and effective July 19, 2010.
2. Limited worldwide, Non-Exclusive Patent and Know-How License Agreement between Nanostellar, Inc and W.C. Heraeus GmbH, Germany for certain Nanostellar patents, effective November 7, 2008.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
COPYRIGHT REGISTRATIONS

D. REGISTERED COPYRIGHTS

None

E. COPYRIGHT APPLICATIONS

None

F. COPYRIGHT LICENSES

None