

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
H2scan Corporation	03/18/2011

RECEIVING PARTY DATA

Name:	Tri-Strip Associates, LLC
Street Address:	5670 Wilshire Blvd., Suite 1300
Internal Address:	Attn: Garry A. Spire, Manager
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90036

Name:	H5 Capital L.P
Street Address:	9320 Wilshire Blvd., Suite 300
Internal Address:	Attn: Josh Simms, Manager of the General Partner
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90212

Name:	Baird Family Trust
Street Address:	32 Belcourt Drive
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660

Name:	Tower Trust
Street Address:	9920 Tower Lane
Internal Address:	Attn: Ken Ramberg
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210

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PATENT

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REEL: 026066 FRAME: 0531

Name:	Marc Sherman
Street Address:	42 Malaga Pl
City:	Manhattan Beach
State/Country:	CALIFORNIA
Postal Code:	90266

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	7249490
Patent Number:	7389672
Patent Number:	7228725
Patent Number:	7565827
Application Number:	12419152
Application Number:	12495735
Application Number:	11831865
Application Number:	11046398

CORRESPONDENCE DATA

Fax Number: (818)444-6327
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 818-444-4500
Email: kchoi@stubbsalderton.com
Correspondent Name: Stubbs Alderton & Markiles Attn: K Choi
Address Line 1: 15260 Ventura Blvd., 20th Floor
Address Line 4: Sherman Oaks, CALIFORNIA 91403

NAME OF SUBMITTER:	Kirstin Choi
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Total Attachments: 5
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 28, 2009 is executed by H2scan Corporation, a California corporation ("Grantor"), in favor of the persons and entities who are, or may from time to time become, holders of the Secured Notes (as defined below) (collectively, the "Secured Parties"), and the Purchase Representative (as defined below).

Grantor, the Secured Parties and the Purchaser Representative hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement, and if not defined therein, then as defined in the UCC.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means the Security Agreement, dated as of July 28, 2009, executed by Grantor in favor of the Secured Parties and the Purchaser Representative.

(c) Interpretation. The rules of interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, Grantor hereby grants, assigns, and conveys to the Purchaser Representative, ratably for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications as described in Schedule A, all licenses relating to any of the foregoing including the licenses described in Schedule A and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service

marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Purchaser Representative is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 12.

SECTION 3 Supplement to Security Agreement. This Agreement has been granted in conjunction with the security interests granted to the Purchaser Representative, ratably for the benefit of the Secured Parties, under the Security Agreement. The rights and remedies of the Purchaser Representative with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, the Purchaser Representative, the Secured Parties and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

SECTION 5 Governing Law. This Agreement and the performance of the transactions and the obligations of the parties hereunder will be governed by and construed and enforced in accordance with the laws of the State of California without giving effect to any choice of law principles.

SECTION 6 Amendment; Conflict. This Agreement, together with the other Transaction Documents, constitutes the entire agreement between the parties with respect to the

subject matter hereof and may not be amended except by a writing signed by Grantor and the Requite Purchasers.

SECTION 7 Termination. Upon any termination of the Security Interests or releases of Collateral in accordance with the terms of Section 13 of the Security Agreement, the Purchase Representative and the Secured Parties shall execute and deliver releases of their security interest in the Collateral in accordance with such section of the Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

H2scan Corporation

By  _____

Name: Dennis Reid

Title: Chief Executive Officer

SCHEDULE A
to the Patent and Trademark Security Agreement

U.S. Patents and Patent Applications

<u>Registration/Application No.</u>	<u>Issuance/Filing Date</u>	<u>Description</u>
7,249,490	7/31/2007	Isolated Gas Sensor Configuration
7,389,672	6/24/2008	Thermal Isolation of a Gas Sensor
11/046,398	1/27/2005	Gas Sensor with Integrated Reference Element
7,228,725 B2	6/12/2007	Thin Film Gas Sensor Configuration
12/419,152	4/6/2009	Protective Coatings for Solid State Gas Sensors Employing Catalytic Metals
12/495,735	6/30/2009	Gas Concentration Estimation System

License Agreement

License Agreement between the Grantor and Sandia National Laboratories, as amended.

SCHEDULE B
to the Patent and Trademark Security Agreement

U.S. Trademarks and Trademark Applications

<u>Serial Number</u>	<u>Word Mark</u>
78869285	H2scan
78667776	HY-OPTIMA
78667761	HY-ALERTA
77588695	HYDROGEN SENSE
76091297	HYDROGEN IS THE FUTURE, WE CAN SENSE IT
75854389	ROBUST HYDROGEN SENSOR