

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Infinia Corporation	04/21/2011

RECEIVING PARTY DATA

Name:	Power Play Energy, LLC, as collateral agent
Street Address:	440 Main Street
City:	Ridgefield
State/Country:	CONNECTICUT
Postal Code:	06877

PROPERTY NUMBERS Total: 42

Property Type	Number
Patent Number:	5315190
Patent Number:	5654596
Patent Number:	5522214
Patent Number:	5647217
Patent Number:	5743091
Patent Number:	5642618
Patent Number:	5920133
Patent Number:	5895033
Patent Number:	5918463
Patent Number:	6050092
Patent Number:	6094912
Patent Number:	6809486
Patent Number:	6513326
Patent Number:	6701708
Patent Number:	6931848

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PATENT  
REEL: 026165 FRAME: 0499

Patent Number:	6930414
Patent Number:	6952921
Patent Number:	7088094
Patent Number:	6933629
Patent Number:	7219712
Patent Number:	7089735
Patent Number:	7137251
Patent Number:	7134279
Patent Number:	7352088
Application Number:	12501396
Application Number:	61251648
Application Number:	12634669
Application Number:	12578554
Application Number:	12581744
PCT Number:	US0950335
PCT Number:	US0960562
PCT Number:	US0967401
Application Number:	11258397
Application Number:	11425356
Application Number:	60926586
Application Number:	11676503
Application Number:	60973706
Application Number:	11867609
Application Number:	61099805
Application Number:	12904073
Application Number:	61388936
PCT Number:	US1052553

#### CORRESPONDENCE DATA

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**PATENT**

**REEL: 026165 FRAME: 0500**

	028268-0019
NAME OF SUBMITTER:	Marisa Davidson (028268-0019)
<p><b>Total Attachments: 12</b></p> <p>source=Infinia Patent Security Agreement (Executed Version)2#page1.tif source=Infinia Patent Security Agreement (Executed Version)2#page2.tif source=Infinia Patent Security Agreement (Executed Version)2#page3.tif source=Infinia Patent Security Agreement (Executed Version)2#page4.tif source=Infinia Patent Security Agreement (Executed Version)2#page5.tif source=Infinia Patent Security Agreement (Executed Version)2#page6.tif source=Infinia Patent Security Agreement (Executed Version)2#page7.tif source=Infinia Patent Security Agreement (Executed Version)2#page8.tif source=Infinia Patent Security Agreement (Executed Version)2#page9.tif source=Infinia Patent Security Agreement (Executed Version)2#page10.tif source=Infinia Patent Security Agreement (Executed Version)2#page11.tif source=Infinia Patent Security Agreement (Executed Version)2#page12.tif</p>	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of April 21, 2011, is made between INFINIA CORPORATION, a Delaware corporation (the "Grantor"), and POWER PLAY ENERGY, LLC, as collateral agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Creditors.

W I T N E S S E T H :

WHEREAS, the Grantor has executed and delivered an Amended and Restated Security Agreement, dated as of April 21, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent, granting the Collateral Agent a security interest in substantially all of the Grantor's assets;

WHEREAS, pursuant to clause (g) of Section 4.1.3 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Creditor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of each Secured Creditor, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Attachment 1 hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Patent Collateral with the United States Patent and Trademark Office and

corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Secured Debt Document, etc. This Agreement is a Secured Debt Document executed pursuant to the Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Security Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Reaffirmation. The Grantor hereby confirms, ratifies and reaffirms that (a) the security interest granted to the Collateral Agent pursuant to the Existing Security Agreement (as defined in the Security Agreement) in all of the Grantor's right, title and interest in all then existing and thereafter acquired or arising Patent Collateral in order to secure prompt payment and performance of the Secured Obligations is continuing and is and shall remain unimpaired and continue to constitute a first priority security interest (subject to Liens permitted pursuant to the Notes) in favor of the Collateral Agent with the same force, effect and priority in effect both immediately prior to and after entering into this Agreement, and (b) such security interest is not subject to offset, deduction, defense or claim against the Collateral Agent or any Secured Creditor. The Collateral Agent's security interest in and to the Patent Collateral has attached and continues to attach to the Patent Collateral and no further act on the part of the Collateral Agent or any Secured Creditor is necessary to continue such security interest.

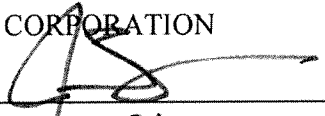
[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INFINIA CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
J. D. Simon, CEO

POWER PLAY ENERGY, LLC,  
as Collateral Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to First Amended and Restated Patent Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INFINIA CORPORATION

By: \_\_\_\_\_  
Title:

POWER PLAY ENERGY, LLC,  
as Collateral Agent

By: [Signature]  
Title: managing member  
Manager of Algonquin Capital Agent LLC

[Signature Page to First Amended and Restated Patent Security Agreement]

ATTACHMENT 1  
to Patent Security Agreement

Item A. Patents

Issued Patents

<u>*Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Owner</u>	<u>Title</u>
United States	5,315,190	05/24/1994	Nasar; Syed A.	Infinia Corporation	Linear Electrodynamic Machine and Method of Using the Same
United States	5,654,596	08/05/1997	Nasar; Syed A. Boldea; Ion	Infinia Corporation	Linear Electrodynamic Machine and Method of Using the Same
United States	5,522,214	06/04/1996	Beckett; Carl D. Lauhala; Victor C. Neely; Ron Penswick; Laurence B. Ritter; Darren C. Nelson; Richard L. Wimer; Burnell P.	Infinia Corporation	Flexure Bearing Support, With Particular Application to Stirling Machines
United States	5,647,217	07/15/1997	Penswick; Laurence B. Neely; Ronald E.	Infinia Corporation	Stirling Cycle Cryogenic Cooler
United States	5,743,091	04/28/1998	Penswick; Laurence B. Erbezni; Ray	Infinia Corporation	Heater Head and Regenerator Assemblies for Thermal Regenerative Machines
United States	5,642,618	07/01/1997	Penswick; Laurence B.	Infinia Corporation	Combination Gas and Flexure Spring Construction for Free Piston Devices

\* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.



United States	5,920,133	07/06/1999	Penswick; Laurence B. Lewis; Donald C. Olan; Ronald W. Ross; Brad Montgomery; Leon	Infinia Corporation	Flexure Bearing Support Assemblies with Particular Application to Stirling Machines
United States	5,895,033	04/20/1999	Ross; Brad Olan; Ronald W.	Infinia Corporation	Passive Balance System for Machines
United States	5,918,463	07/06/1999	Penswick; Laurence B. Erbeznik; Raymond M.	Infinia Corporation	Burner Assembly of Heater Head of a Stirling Cycle Machine
United States	6,050,092	04/18/2000	Genstler; Curtis Williford; Ian Bobry; Howard H.	Infinia Corporation	Stirling Cycle Generator Control System and Method for Regulating Displacement Amplitude of Moving Members
United States	6,094,912	08/01/2000	Williford; Ian	Infinia Corporation	Apparatus and Method for Adaptively Controlling Moving Members Within a Closed Cycle Thermal Regenerative Machine
United States	6,809,486	10/26/2004	Qiu; Songgang Augenblick; John E. Peterson; Allen A. White; Maurice A.	Infinia Corporation	Active Vibration and Balance System for Closed Cycle Thermodynamic Machines
United States	6,513,326	02/04/2003	Maceda; Joseph P. Peeters; Randall L. Chen; Felix F. Hewitt; Ross A. Ito; Jackson I. Klaas; Kenneth P. Grimes; John L. Hestevik; Svein	Infinia Corporation	Stirling Engine Having Platelet Heat Exchanging Elements
United States	6,701,708	03/09/2004	Gross; William T. Zsolnay; Denes L. Jechel; Kurt E.	Infinia Corporation	Moveable Regenerator for Stirling Engines

United States	6,931,848	08/23/2005	Maceda; Joseph P. Peeters; Randall L. Chen; Felix F. Hewitt; Ross A. Ito; Jackson I. Klaas; Kenneth P. Grimes; John L. Hestevik; Svein	Infinia Corporation	Stirling Engine Having Platelet Heat Exchanging Elements
United States	6,930,414	08/16/2005	Qiu; Songgang	Infinia Corporation	Linear Electrodynamic System and Method
United States	6,952,921	10/11/2005	Qiu; Songgang	Infinia Corporation	Heater Head Assembly System and Method
United States	7,088,094	08/08/2006	VunKannon, Jr.; Robert S	Infinia Corporation	Displacement Sensing System and Method
United States	6,933,629	08/23/2005	Qiu; Songgang Augenblick; John E. Peterson; Allen A. White; Maurice A.	Infinia Corporation	Active Balance System and Vibration Balanced Machine
United States	7,219,712	05/22/2007	Qiu; Songgang Augenblick; John E. Erbeznik; Raymond M.	Infinia Corporation	A Reduced Shedding Regenerator and Method
United States	7,089,735	08/15/2006	Qiu; Songgang Augenblick; John E.	Infinia Corporation	Channelized Stratified Regenerator System and Method
United States	7,137,251	10/21/2006	Qiu; Songgang Augenblick; John E.	Infinia Corporation	Channelized Stratified Regenerator With Integrated Heat Exchangers System and Method
United States	7,134,279	11/14/2006	White; Maurice A. Augenblick; John E. Peterson; Allen A.	Infinia Corporation	Double Acting Thermodynamically Resonant Free- Piston Multicylinder Stirling System and Method
United States	7,352,088	04/01/2008	Qiu; Songgang	Infinia Corporation	Linear Electrodynamic System and Method

Canada	2,151,048	11/24/1998	NASAR, SYED A. OLDEA, ION	Infinia Corporation	Linear Electrodynamic Machine and Method of Using the Same
European Patent Office (Designating in: France, Germany, Italy, Holland, United Kingdom)	94907104.7	04/14/2004	NASAR, SYED A. BOLDEA, ION	Infinia Corporation	Linear Electrodynamic Machine and Method of Using the Same
Japan	2867184	12/25/1998	Nasar, Syed; Boldea, Ion	Infinia Corporation	Linear Electrodynamic Machine and Method of Using the Same
Canada	2,578,934	07/06/2010	WHITE, MAURICE A. AUGENBLICK, JOHN E. PETERSON, ALLEN A.	Infinia Corporation	Double Acting Thermodynamically Resonant Free- Piston Multicylinder Stirling System and Method
European Patent Office	97921385.7	5/1/1996	Penswick; Laurence B. Erbeznik; Ray	Infinia Corporation	Heater Head and Regenerator Assemblies for Thermal Regenerative Machines
Canada	2,700,301	04/21/2010		Infinia Corporation	Double Acting Thermodynamically Resonant Free- Piston MultiCylinder Stirling System and Method

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Owner</u>	<u>Title</u>
United States	12/501396	7/10/2009	QIU, SONGGANG YARGER, DAVID J. GALBRAITH, ROSS WHITE, MAURICE A.	Infinia Corporation	Thermal Energy Storage Device
United States	61/251648	10/14/2009	WHITE, MAURICE	Infinia Corporation	Phase Change Thermal Energy Storage Systems, Apparatus and Methods
United States	12/634,669	12/9/2009	CULLINANE, MATTHEW J. PETERSON, ALLEN FRASER, PAUL BUCHHOLZ, GREGORY LYLE WACKNOV, JOEL BRADLEY	Infinia Corporation	Apparatus, Systems, and Methods for Controlling Energy Converting Devices
United States	12/578,554	10/13/2009	Fraser; Paul; Smith; Terry; Luongo; Rocco; Thurgood; Justin; Wetherbee; Trent; Milleret; Raphael; Peterson; Allen; Augenblick; Jack Edward; McCallum; Scott; Williford; Ian; Erbeznik; Ray; Gyori; Ben; Fox; Patrick; McVicker; Harry; Dale; Tina	Infinia Corporation	Stirling Engine Systems, Apparatus and Methods

United States	12/581,744	10/19/2009	Qiu, Songgang	Infinia Corporation	DUAL LINEAR ELECTRODYNAMIC SYSTEM AND METHOD
PCT	US2009/050335	7/10/2009	QIU, Songgang WHITE, Maurice, A. YARGER, David, J. ALBRAITH, Ross	Infinia Corporation	Thermal Energy Storage Device
PCT	US2009/60562	10/13/2009	Fraser; Paul; Smith; Terry; Luongo; Rocco; Thurgood; Justin; Wetherbee; Trent; Milleret; Raphael; Peterson; Allen; Augenblick; Jack Edward; McCallum; Scott; Williford; Ian; Erbeznik; Ray; Gyori; Ben; Fox; Patrick; McVicker; Harry; Dale; Tina	Infinia Corporation	Stirling Engine Systems, Apparatus and Methods
PCT	US2009/67401	12/9/2009	CULLINANE, MATTHEW J. PETERSON, ALLEN FRASER, PAUL BUCHHOLZ, GREGORY LYLE; WACKNOV, JOEL BRADLEY	Infinia Corporation	Apparatus, Systems, and Methods for Controlling Energy Converting Devices

Canada	2,700,301	04/21/2010	White, Maurice Allen; Petersen, Allen A.; Augenblick, John E.	Infinia Corporation	DOUBLE ACTING THERMODYNAMICALLY RESONANT FREE- PISTON MULTICYLINDER STIRLING SYSTEM AND METHOD
European Patent Office	5788992.5	08/23/2005	White, Maurice Allen; Petersen, Allen A.; Augenblick, John E.	Infinia Corporation	DOUBLE ACTING THERMODYNAMICALLY RESONANT FREE- PISTON MULTICYLINDER STIRLING SYSTEM AND METHOD
United States	11/258,397	10/ 25/2005		Infinia Corporation	Dual Linear Electrodynamic System and Method
United States	11/425,356	06/20/2006		Infinia Corporation	Stirling Cycle Machines
United States	60/926,586	04/27/2007		Infinia Corporation	Hybrid Stirling Engine
United States	11/676,503	02/17/2006		Infinia Corporation	Multi-Cylinder Free-Piston Stirling Engine
United States	60/973,706	09/19/2007		Infinia Corporation	Combined Heating, Power, and Cooling Machine
United States	11/867,609	10/04/2007		Infinia Corporation	Linear Electrodynamic System and Method
United States	61/099805	09/24/2008		Infinia Corporation	Mechanically Compliant Radiant Heat Acceptor for a Stirling Machine
United States	12/578,554	10/13/2009		Infinia Corporation	Stirling Engine Systems, Apparatus and Methods
United States	12/634,669	12/09/2009		Infinia Corporation	Apparatus, Systems, and Methods for Controlling Energy Converting Devices

United States	12/501,396	07/10/2009		Infinia Corporation	Thermal Energy Storage Device
United States	12/904,073	10/13/2010		Infinia Corporation	Systems, Apparatus and Methods for Thermal Energy Storage, Coupling and Transfer
United States	61/388,936	10/01/2010		Infinia Corporation	Heater Head for Energy Converter
United States	12/581,744	10/19/2009		Infinia Corporation	Dual Linear Electrodynamic System and Method
Japan	2007-530030	08/23/2005		Infinia Corporation	Double Acting Thermodynamically Resonant Free-Piston Multicylinder Stirling System and Method
European Patent Office	09795271.7	7/10/2009		Infinia Corporation	Thermal Energy Storage Device
India	979/DELNP/2011	7/10/2009		Infinia Corporation	Thermal Energy Storage Device
PCT	PCT/US2010/52553	10/13/2010		Infinia Corporation	Systems, Apparatus and Methods for Thermal Energy Storage, Coupling and Transfer
Japan	27-5330	09/23/2005		Infinia Corporation	Double Acting Thermodynamically Resonant Free-Piston Multicylinder Stirling System and Method