

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
EnergyCS LLC	02/10/2012
RECEIVING PARTY DATA	
Name:	aeris Capital Archer L.P.
Street Address:	Walker House 8 Mary Street
City:	George Town, Grand Cayman
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-9002
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	11909655
Application Number:	11909972
Application Number:	13312025
Application Number:	13311994
Application Number:	13312064
CORRESPONDENCE DATA	
Fax Number:	(410)580-3423
Phone:	410-580-4423
Email:	diane.williams@dlapiper.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Diane S. Williams, Paralegal
Address Line 1:	DLA Piper LLP (US), 6225 Smith Avenue
Address Line 4:	Baltimore, MARYLAND 21209
ATTORNEY DOCKET NUMBER:	367275.5
NAME OF SUBMITTER:	Diane S. Williams

PATENT

Total Attachments: 4

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GRANT OF SECURITY INTEREST IN PATENTS

This **GRANT OF SECURITY INTEREST IN PATENTS** ("**Agreement**") is entered into by EnergyCS LLC, a Delaware limited liability company (the "**Grantor**"), in favor of aeris Capital Archer L.P., a Cayman Islands exempted limited partnership, in its capacity as Lender (as defined below) and collateral agent for Lender, as secured party (together with its successors and assigns in such capacity, the "**Secured Party**").

PRELIMINARY STATEMENTS

A. Pursuant to that certain term loan letter agreement, dated on or about even date herewith, by and among Coda Holdings, Inc., a Delaware corporation ("**Coda Holdings**") and aeris Capital Archer L.P., a Cayman Island exempt limited partnership ("**Lender**") (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), Lender has made a commitment, subject to the terms and conditions set forth in the Term Loan Agreement, to make a loan to Coda Holdings.

B. In connection with the Term Loan Agreement, the Grantor and certain other subsidiaries of Coda Holdings have executed and delivered a Security Agreement, dated on or about even date herewith (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "**Security Agreement**").

C. Pursuant to the Security Agreement, the Grantor pledged and granted to the Secured Party a continuing security interest in all Intellectual Property, including the Patents (as defined below).

D. The Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, 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 provided by reference in the Security Agreement, or if not defined therein, in the Term Loan Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants to the Secured Party, a continuing security interest in the Patents (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired by such Grantor in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patents**"), as collateral security to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the Security Agreement and is expressly subject to the terms

and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Term Loan Agreement and 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered on this 10 day of February, 2012.

ENERGYCS LLC,
as Grantor

By: 

Name: Ashoka Achuthan

Title: Treasurer

[Signature Page to Patent Security Agreement (EnergyCS)]

PATENT
REEL: 028018 FRAME: 0993

SCHEDULE A

U.S. Patents

Patents held by Energy Control Systems Engineering, Inc. (now EnergyCS LLC):

Country	Application Title	Application Number	Filed
US	METHOD AND SYSTEMS FOR RETROFITTING A FULL HYBRID TO BE A PLUG-IN ELECTRIC HYBRID MULTIPLEXER AND SWITCH-BASED ELECTROCHEMICAL CELL MONITOR	11/909,655	25-Sep-07
US	CELL MONITORING AND BALANCING CIRCUIT WITH SELF DIAGNOSTIC FEATURES	11/909,972	27-Sep-07
US	ELECTROCHEMICAL CELL BALANCING CIRCUITS AND METHODS (SLEEP BALANCING)	13/312,025	6-Dec-11
US	SYSTEM AND METHOD FOR MEASURING ISOLATED HIGH VOLTAGE	13/311,994	6-Dec-11
US		13/312,064	6-Dec-11