

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof					
<b>1. Name of conveying party(ies):</b> <b>International Battery, Inc.</b>			<b>Name:</b> <u>DP Three LLC</u> <b>Internal</b> _____		
<b>Additional name(s) of conveying party(ies) attached?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>Street Address:</b> c/o Wexford Capital LP 411 West Putnam Avenue		
<b>3. Nature of Conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Foreclosure Agreement</u>			<b>City:</b> <u>Greenwich</u>  <b>State:</b> <u>Connecticut</u> <b>Zip:</b> <u>06830</u> <b>Additional name(s) &amp; address(es) attached:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>Execution Date:</b> <u>April 12, 2012</u>					
<b>4. Application number(s) or patent number(s):</b> <u>See Schedule 1</u> If this document is being filed together with a new application, the execution date of the new application is: _____ <b>A. Patent Application No.(s)</b> _____ <b>B. Patent No.(s)</b> _____ <b>Additional numbers attached?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> <b>Name:</b> Jiangjie Hu Fulbright & Jaworski L.L.P. <b>Internal Docket No:</b> Wexford General (10503453) <b>Street Address:</b> 666 Fifth Avenue New York, N.Y. 10103			<b>6. Total number of applications and patents involved:</b> <u>21</u> <b>7. Total fee (37 CFR 3.41)</b> \$ <u>840.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) <b>8. Deposit account number:</b> <u>50-0624</u> (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Statement and signature.</b> <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  <u>Jianjie Hu</u> <u>/Jianjie Hu/</u> <u>April 13, 2012</u> Name of Person Signing Signature Date  Total number of pages including cover sheet, attachments, and documents: <u>10</u>					
<b>PATENT</b>					

OP \$840.00 1173968

**Schedule 1  
Patents**

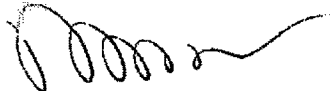
Serial No.	Publication No.	Type	Patent No.	Title	File Date	Issue Date
11739689	US20090320277	UTL	7837745	HIGH ENERGY CELL FUSIBLE LINK	04/24/2007	11/23/2010
12200166	US20100055556	UTL	7855011	MONOBLOCK LITHIUM ION BATTERY	08/28/2008	12/21/2010
12200245	US20100055557	UTL	7875382	BATTERY	08/28/2008	01/25/2011
12701001	US20110136009	UTL	8076026	RECHARGEABLE BATTERY USING AN AQUEOUS BINDER	02/05/2010	12/13/2011
12852107	US20110141661	UTL	8102642	LARGE FORMAT ULTRACAPACITORS AND METHOD OF ASSEMBLY	08/06/2010	01/24/2012
12941100		UTL	7931985	WATER SOLUBLE POLYMER BINDER FOR LITHIUM ION BATTERY	08/06/2010	04/26/2011
13073082	US20110168956	UTL	8092557	WATER SOLUBLE POLYMER BINDER FOR LITHIUM ION BATTERY	03/28/2011	01/10/2012
12262672	US20100109608	UTL		AUTONOMOUS BALANCING OF SERIES CONNECTED CHARGE STORAGE DEVICES	10/31/2008	
12403512	US20100233527	UTL		BATTERY TERMINAL	03/13/2009	
12699110	US20110189533	UTL		INTEGRATED ENERGY STORAGE UNIT	02/03/2010	
12699141	US20110189507	UTL		EXTENDED ENERGY STORAGE UNIT	02/03/2010	
12729790	US20110236732	UTL		PACKAGE FOR LARGE FORMAT LITHIUM ION CELLS	03/23/2010	
12730642	US20110236740	UTL		NESTED HEATSINK HOUSING FOR LITHIUM ION CELLS	03/24/2010	
12767241	US20110262793	UTL		MAINTENANCE-FREE THERMAL MANAGEMENT BATTERY PACK SYSTEM	04/26/2010	
12836126	US20110143206	UTL		ELECTRODE FOR RECHARGEABLE BATTERIES USING AQUEOUS BINDER SOLUTION FOR LI-ION BATTERIES	07/14/2010	
12850102	US20120034499	UTL		STRUCTURE AND METHOD FOR REMOVING BATTERY CELL HEAT	08/04/2010	
12954073	US20110070478	UTL		MONOBLOCK LITHIUM ION BATTERY	11/24/2010	
13017132	US20120048699	UTL		CURRENT ISOLATION CONTACTOR	01/31/2011	
13086541	US20120064407	UTL		POLYMER ACIDS AS PH-REDUCING BINDER OR AGENT FOR AQUEOUS LITHIUM-ION BATTERIES	04/14/2011	
13104176	US20120064229	UTL		POLYMER ACIDS AS BINDER AND PH REDUCING AGENT FOR AQUEOUS LITHIUM-ION CELLS	05/10/2011	
13296742	US20120058400	UTL		RECHARGEABLE BATTERY USING AN AQUEOUS BINDER	11/15/2011	

**Verification Statement of Representative of DP Three LLC**

I, Arthur Amron, am a duly authorized representative of DP Three LLC, a Delaware limited liability company, located at c/o Wexford Capital LP, 411 West Putnam Avenue, Greenwich, Connecticut 06830 (the "Secured Party"). I make this statement in connection with the recordation of a foreclosure with the United States Patent and Trademark Office.

1. Pursuant to the Strict Foreclosure Agreement between International Battery, Inc. (the "Debtor") and the Secured Party dated April 12, 2012, (the "Foreclosure Agreement"), a signed original of which is attached as Annex A hereto, the Secured Party has accepted and the Debtor has consented to the acceptance of the Intellectual Property Collateral (as defined in the Foreclosure Agreement) in partial satisfaction of the Debtor's obligations in accordance with Section 9-620 of the Delaware Uniform Commercial Code.
2. The Intellectual Property Collateral includes, without limitation, the patents and patent applications listed in Schedule 1 to the attached Foreclosure Agreement and the trademarks and trademark applications listed in Schedule 2 to the attached Foreclosure Agreement.
3. Pursuant to the Foreclosure Agreement, the patents, patent applications, trademarks and trademark applications included in the Intellectual Property Collateral have been legally foreclosed on based on the applicable laws of the State of Delaware.

I verify that, upon information and belief and to the best of my knowledge, the above statements are true and correct in all respects.

Signed: 

Name: Arthur Amron  
Title: Vice President and Assistant Secretary

Date: April 12, 2012

EXECUTION COPY

**STRICT FORECLOSURE AGREEMENT**

This STRICT FORECLOSURE AGREEMENT (this "Agreement") is entered into as of April 12, 2012 between International Battery, Inc., a Delaware corporation (the "Company"), and DP Three LLC, a Delaware limited liability company (the "Secured Party").

WHEREAS, pursuant to that certain Senior Secured Demand Promissory Note (Including Security Agreement) of the Company, as agreed to and acknowledged by the Secured Party, dated January 26, 2012, (the "Note"), the Secured Party has agreed to make a loan to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Note, the Company granted to the Secured Party a continuing security interest in the Collateral (as defined in the Note), including all personal property and intellectual property of the Company, and all proceeds and products thereof, to secure the payment and performance by the Company of the Secured Obligations (as defined in the Note);

WHEREAS, the Company executed and delivered that certain Grant of Security Interest in Trademark Rights, dated as of January 26, 2012, (the "Trademark Security Agreement") whereby the Company pledged and granted to the Secured Party a continuing security interest in certain Collateral (as defined in the Trademark Security Agreement), which includes, *inter alia*, all of the Company's right, title and interest in, to and under all of its trademarks to secure payment, performance and observation of the Secured Obligations (as defined in the Note).

WHEREAS, the Company executed and delivered that certain Grant of Security Interest in Patent Rights, dated as of January 26, 2012, (the "Patent Security Agreement") whereby the Company pledged and granted to the Secured Party a continuing security interest in certain Collateral (as defined in the Patent Security Agreement), which includes, *inter alia*, all of the Company's right, title and interest in, to and under all of its patents to secure payment, performance and observation of the Secured Obligations (as defined in the Note).

WHEREAS, as of April 9, 2012, the amounts due under the Note equal principal and accrued interest in the amount of \$1,088,236 (\$1,075,000 in Principal and \$13,236 in capitalized interest) plus related costs and expenses.

WHEREAS, the Collateral includes, but is not limited to, the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, an Event of Default under Section 5(a) of the Note has occurred and is continuing;

WHEREAS, pursuant to Section 4(d) of the Note, upon the occurrence of an Event of Default, the Secured Party is entitled to exercise all rights of a secured party under applicable law, including, without limitation, the Uniform Commercial Code as in effect on the date of the Note in the State of Delaware (the "Delaware UCC");

WHEREAS, subject to the provisions of this Agreement, the Secured Party will accept, and the Company will consent to the strict foreclosure and acceptance by the Secured Party of,

the Intellectual Property Collateral pursuant to Section 9-620 of the Delaware UCC in partial satisfaction of the Secured Obligations;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Company and the Secured Party agree as follows:

1. Definitions.

(a) Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Note.

(b) "Intellectual Property Collateral" means all Patent Collateral, all Trademark Collateral and all Copyright Collateral, together with (i) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (ii) all licenses or user or other agreements granted to the Company with respect to any of the foregoing; (iii) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (iv) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (v) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (vi) all licenses, consents, permits, variances, certifications and approvals of governmental agencies held by the Company; and (vii) all causes of action, claims and warranties owned or acquired by the Company in respect of any of the items listed above.

(i) "Patent Collateral" means all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof including each patent and patent application identified in Schedule 1 hereto, and all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto.

(ii) "Trademark Collateral" means all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, including each trademark and trademark application identified in Schedule 2 hereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

(iii) "Copyright Collateral" means all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof.

2. Strict Foreclosure. On the date hereof, pursuant to Section 9-620(a) of the Delaware UCC, the Secured Party hereby accepts, and pursuant to Section 9-620(c)(1) of the

Delaware UCC, the Company hereby consents to the strict foreclosure and acceptance by the Secured Party of the Intellectual Property Collateral in partial satisfaction of the Secured Obligations in an amount equal to \$100,000. The Company hereby disclaims, waives and agrees not to assert any further right, title or interest in or to the Intellectual Property Collateral.

3. Transfer of Ownership. Upon execution and delivery of this Agreement by the parties hereto, the Company hereby grants, conveys, transfers, delivers and sets over all of its right, title and interest in and to the Intellectual Property Collateral unto the Secured Party, and to the Secured Party's successors and assigns forever.

4. Reservation of Security Interest. The Company agrees that this strict foreclosure and acceptance of the Intellectual Property Collateral by the Secured Party does not release, waive, impair or prejudice the Secured Party's security interest in the remaining Collateral or its claims for repayment of the remaining amounts owed under and pursuant to the Note. The Company acknowledges that the Company is indebted to the Secured Party for all Secured Obligations in excess of the amount specified in Section 2 above, and any other obligations under the Note arising on or after the date hereof, and that such Secured Obligations are subject in all respects to the provisions of Note and the rights of the Secured Party thereunder.

5. Further Assurances. The Company and the Secured Party each agrees to execute, acknowledge, deliver, file and record, or cause to be executed, acknowledged, delivered, filed and recorded, such further documents or other papers, and to do all such things and acts, as the other party may reasonably request in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York but without giving effect to any provision of New York law that would require the application of the laws of another state.

7. Counterparts. This Agreement may be executed in separate counterparts by the parties hereto, and each counterpart shall when executed and delivered be an original document, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed by an authorized officer as of the date first set forth above.

INTERNATIONAL BATTERY, INC.

By: Melanie Herwig

Name: Melanie Herwig

Title: CONTROLLER

DP THREE LLC

By: Arthur Amron

Name: Arthur Amron

Title: Vice President and Assistant Secretary

PATENT

REEL: 028047 FRAME: 0570

**Schedule 2**  
**Trademarks**

Mark	Filing Date	Serial No.	Filing Basis	Reg. Date	Reg. No.
INTERNATIONAL BATTERY	December 16, 2008	77/634,096	1A	May 25, 2010	3,795,190
IB & Design	July 21, 2009	77/785,557	1A	September 21, 2010	3,849,403
IBEXUS	January 24, 2011	85/224,165	1A	January 3, 2012	4,081,248
HYPERCLASS	October 27, 2011	85/458,121	1A		
HYDROMAX	October 27, 2011	85/458,137	1A		

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