

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Danotek Motion Technologies, Inc.	06/29/2012
RECEIVING PARTY DATA	
Name:	KFT TRUST, Vinod Khosla and Neeru Khosla Trustees, as collateral agent
Street Address:	2128 Sand Hill Road
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7750522
Patent Number:	7701095
Patent Number:	7966716
PCT Number:	US2010051856
CORRESPONDENCE DATA	
Fax Number:	(617)526-5000
Phone:	617-526-6448
Email:	janey.davidson@wilmerhale.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:	Michael J. Bevilacqua, Esq.
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP
Address Line 2:	60 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	2001572259
NAME OF SUBMITTER:	Michael J. Bevilacqua

OP \$160.00 7750522

**Total Attachments: 8**

source=ip security agreement danotek to kft trust#page1.tif  
source=ip security agreement danotek to kft trust#page2.tif  
source=ip security agreement danotek to kft trust#page3.tif  
source=ip security agreement danotek to kft trust#page4.tif  
source=ip security agreement danotek to kft trust#page5.tif  
source=ip security agreement danotek to kft trust#page6.tif  
source=ip security agreement danotek to kft trust#page7.tif  
source=ip security agreement danotek to kft trust#page8.tif

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE  
TERMS OF AND ENTITLED TO THE BENEFITS OF THAT CERTAIN  
SUBORDINATION AGREEMENT OF EVEN DATE HERewith BY AND AMONG  
THE SECURED PARTIES AND SILICON VALLEY BANK**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **Intellectual Property Security Agreement** (this "**Intellectual Property Security Agreement**") is entered into as of this 29th day of June, 2012, by and between **DANOTEK MOTION TECHNOLOGIES, INC.**, a Delaware corporation, successor by merger to Danotek Motion Technologies, L.L.C., a Michigan limited liability company ("Grantor"), and KFT TRUST, Vinod Khosla and Neeru Khosla Trustees ("Khosla"), as collateral agent (in such capacity, the "**Collateral Agent**") on behalf of itself and each Lender from time to time party to the Purchase Agreement (as defined below) (each a "**Secured Party**" and collectively the "**Secured Parties**"). Except as otherwise provided in this Agreement, capitalized terms used herein shall have the meanings set forth in that certain Security Agreement by and among the Grantor and the Secured Parties from time to time party thereto, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement").

**RECITALS**

**A.** The Secured Parties and the Grantor are party to that certain Secured Note Purchase Agreement, of even date herewith, providing for the issuance of Notes by the Grantor to the Secured Parties in the amounts and manner set forth therein. The Secured Parties are willing to purchase the Notes, but only upon the condition, among others, that Grantor shall grant to the Collateral Agent and the Secured Parties a security interest in all of its intellectual property, including Copyrights, Trademarks, Patents, and Mask Works, to secure the obligations of Grantor under the Purchase Agreement, pursuant to the terms of the Security Agreement.

**B.** Pursuant to the terms of the Security Agreement, Grantor has granted to the Collateral Agent for the benefit of itself and the Secured Parties a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the collateral described therein.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

Grantor, for valuable consideration, the receipt of which is acknowledged, hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Security

1.

Agreement) (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and any other document, instrument and agreement executed in connection therewith, and those which are now or hereafter available to the Collateral Agent or the Secured Parties as a matter of law or equity. Each right, power and remedy of the Collateral Agent and the Secured Parties provided for herein or in the Security Agreement or any of the documents, instruments or agreements executed in connection therewith, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Collateral Agent or the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other documents, instruments or agreements executed in connection therewith, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent or the Secured Parties, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


**GRANTOR:**

Address of Grantor:

8680 N. Haggerty Road  
Canton, MI 48187

Attn: \_\_\_\_\_

**DANOTEK MOTION TECHNOLOGIES, INC.**

By: 

Title: CEO

**COLLATERAL AGENT**

Address

KFT TRUST, Vinod Khosla and Neeru Khosla  
Trustees ("Khosla") as collateral agent

Attn: \_\_\_\_\_

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

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

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

8680 N. Haggerty Road  
Canton, MI 48187

Attn: \_\_\_\_\_

**DANOTEK MOTION TECHNOLOGIES, INC.**

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

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

**COLLATERAL AGENT**

Address

Attn: \_\_\_\_\_

KFT TRUST, Vinod Khosla, and Neeru Khosla  
Trustees ("Khosla") as collateral agent

By:  Vinod Khosla

Title: TRUSTEE

**Exhibit A  
COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
None		

929079 v1/HN  
ACTIVEUS 97402602v2  
ACTIVEUS 97402602v4

**Exhibit B  
PATENTS**

<b>Description</b>	<b>Patent/Application Number</b>	<b>Issue/Application Date</b>
Slow-speed direct-drive generator	7,750,522	07/06/10
Permanent-magnet generator and method of cooling	7,701,095	04/20/10
Method of Assembling Direct-Drive Generator	7,966,716	06/28/2011
Integrated power-steering pump, motor and motor controller for more-electric vehicles	PCT/US2010/051856 WO 2012/047223 A1	10/07/2012 06/12/2012
Permanent magnet rotor topology with features for improved saliency ratio to increase torque-per-amp		
Permanent magnet rotor topology with features for lower losses and lower torque ripple		
Permanent magnet machine with armature tooth and field magnet arrangement to reduce torque ripple		
Rotor for permanent magnet machine using carrier plates and magnet arrangement to reduce torque ripple		



**Exhibit C  
TRADEMARKS**

<b>Description</b>	<b>Registration/Serial Number</b>	<b>Registration/ Application Date</b>
DANOTEK MOTION TECHNOLOGIES	3,356,447	12/18/07

929079 v1/HN  
ACTIVEUS 97402602v2  
ACTIVEUS 97402602v4

**Exhibit D  
MASK WORKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
None		

929079 v1/HN  
ACTIVEUS 97402602v2  
ACTIVEUS 97402602v4