

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Patent Security Agreement (Note Security Agreement)
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EnergyCs LLC	12/07/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FCO MA Coda Holdings LLC, as Agent
<b>Street Address:</b>	1345 Avenue of the Americas
<b>Internal Address:</b>	46th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10105
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11909972
<b>Patent Number:</b>	8217620
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2149813400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	214-981-3483
<b>Email:</b>	dclark@sidley.com
<b>Correspondent Name:</b>	Dusan Clark, Esq.
<b>Address Line 1:</b>	Sidley Austin LLP
<b>Address Line 2:</b>	717 N. Harwood St., Suite 3400
<b>Address Line 4:</b>	Dallas, TEXAS 75201
<b>ATTORNEY DOCKET NUMBER:</b>	27472-52320
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>Total Attachments: 6</b> source=EnergyCS Patent Security Agreement _Notes Security_#page1.tif	

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**PATENT**  
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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("Agreement"), dated December 7, 2012, is made by ENERGYCS LLC, a Delaware limited liability company ("Assignor"), in favor of FCO MA CODA HOLDINGS LLC, a Delaware limited liability company, located at 1345 Avenue of the Americas, 46<sup>th</sup> floor, New York, NY 10105, as administrative and collateral agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the patentee or applicant for the utility patents, design patents, and patent applications listed on the annexed Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor has entered into that certain Amended and Restated Security Agreement, dated as of August 25, 2010, among Assignor and the other grantors signatory thereto, and Assignee, as amended by that certain Amendment No. 1 to the Amended and Restated Security Agreement, dated as of January 31, 2012, and that certain Amendment No. 2 to the Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Obligations, Assignor has hypothecated and granted to Assignor, for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Patents and the applications and registrations thereof all proceeds thereof, and all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, the Parties agree as follows:

As collateral security for all of the Obligations, Assignor hereby grants to the Assignee, for the benefit of the Agent and the Lenders, a continuing security interest in all of the Assignor's right, title, and interest in the Collateral, now owned or from time to time after the date hereof owned or acquired by the Assignor, and Assignee hereby accepts such grant of security interest from Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

In the event of an irreconcilable conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

This Agreement shall be governed by, and construed in accordance with, the law of the state of New York applicable to contracts made and to be performed in the state of New

York, except as required by mandatory provisions of law and except to the extent that the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of New York.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

GRANTOR:

ENERGYCS LLC,  
as Assignor

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

Name: \_\_\_\_\_

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

*[Signature]*  
Philip Motaugh  
president

Signature Page

CODA: ENERGYCS LLC PATENT SECURITY  
AGREEMENT (NOTES SECURITY)

**PATENT**  
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Agreed and Accepted:

FCO MA CODA HOLDINGS LLC,  
as Assignee

By:   
Name: CONSTANTINE M. DAKOLIAS  
Title: PRESIDENT

Signature Page

CODA: ENERGYCS LLC PATENT SECURITY  
AGREEMENT (NOTES SECURITY)

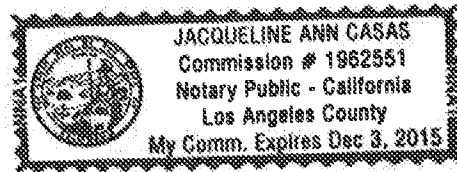
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ACKNOWLEDGMENT OF GRANTOR

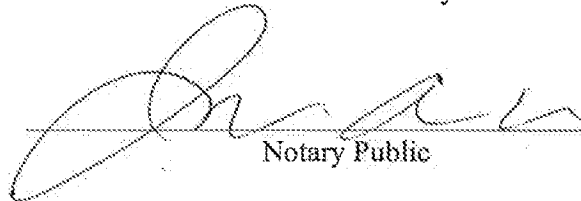
STATE OF California

SS:

COUNTY OF Los Angeles



On this 5 day of December, 2012, before me personally came Philip M. Adams, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President of EnergyCS LLC, a Delaware LLC, and that s/he executed Notes Security Agreement the foregoing instrument in the name of EnergyCS LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

  
Notary Public

Notary Page

CODA: ENERGYCS LLC PATENT SECURITY  
AGREEMENT (NOTES SECURITY)

**PATENT**  
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# SCHEDULE A TO PATENT SECURITY AGREEMENT

PATENT NO. / PUBLICATION NO. / SERIAL NO.	DATE ISSUED/ DATE PUBLISHED/ DATE FILED	TITLE	PATENT ASSIGNEE:	STATUS
20080252257 11909972	10/16/2008 9/27/2007	MULTIPLEXER AND SWITCH-BASED ELECTROCHEMICAL CELL MONITOR AND MANAGEMENT SYSTEM AND METHOD	ENERGYCS LLC	ABANDONED AFTER PUBLICATION, 7/16/2012
8217620 11909644	7/10/2012 9/25/2007	METHOD AND SYSTEM FOR RETROFITTING A FULL HYBRID TO BE A PLUG-IN HYBRID	ENERGYCS LLC	ISSUED