

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|---------------------------------|--------------------------------|
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Protonex Technology Corporation | 03/08/2013 |
| RECEIVING PARTY DATA | |
| Name: | WindSail Capital III, LLC |
| Street Address: | 133 Federal Street, Suite 1201 |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02110 |
| PROPERTY NUMBERS Total: 51 | |
| Property Type | Number |
| Patent Number: | 6946210 |
| Patent Number: | 7482086 |
| Patent Number: | 7306864 |
| Patent Number: | 8232015 |
| Patent Number: | 7687181 |
| Patent Number: | 7374837 |
| Patent Number: | 7695846 |
| Patent Number: | 7052796 |
| Patent Number: | 7879507 |
| Patent Number: | 7887974 |
| Patent Number: | 7914947 |
| Application Number: | 11823759 |
| Patent Number: | 8124292 |
| Patent Number: | 7618471 |
| Patent Number: | 7476455 |

CH \$2040.00 6946210

| | |
|---------------------|----------|
| Application Number: | 12006893 |
| Application Number: | 12283807 |
| Application Number: | 12422061 |
| Patent Number: | 6534033 |
| Patent Number: | 7220290 |
| Patent Number: | 6932847 |
| Patent Number: | 7530931 |
| Patent Number: | 7316718 |
| Patent Number: | 7282073 |
| Patent Number: | 7105033 |
| Patent Number: | 7540892 |
| Patent Number: | 8372168 |
| Application Number: | 12078034 |
| Patent Number: | 8268028 |
| Application Number: | 13570859 |
| Application Number: | 13570891 |
| Patent Number: | 7083657 |
| Patent Number: | 7323148 |
| Patent Number: | 8381766 |
| Application Number: | 12043444 |
| Application Number: | 11895333 |
| Patent Number: | 8197976 |
| Patent Number: | 8304122 |
| Application Number: | 13654054 |
| Application Number: | 12611851 |
| Patent Number: | 7344686 |
| Application Number: | 12815994 |
| Application Number: | 12816080 |
| Application Number: | 13620086 |
| Application Number: | 12816325 |
| Patent Number: | D640192 |
| Patent Number: | D657309 |
| Application Number: | 29414239 |
| Application Number: | 61707027 |
| Patent Number: | 7094346 |

7297269

CORRESPONDENCE DATA

Fax Number: 3026365454

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-408-3121 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

565724

NAME OF SUBMITTER:

Jean Paterson

Total Attachments: 14

source=3-11-13 Protonex Technology Corp-PT#page1.tif
source=3-11-13 Protonex Technology Corp-PT#page2.tif
source=3-11-13 Protonex Technology Corp-PT#page3.tif
source=3-11-13 Protonex Technology Corp-PT#page4.tif
source=3-11-13 Protonex Technology Corp-PT#page5.tif
source=3-11-13 Protonex Technology Corp-PT#page6.tif
source=3-11-13 Protonex Technology Corp-PT#page7.tif
source=3-11-13 Protonex Technology Corp-PT#page8.tif
source=3-11-13 Protonex Technology Corp-PT#page9.tif
source=3-11-13 Protonex Technology Corp-PT#page10.tif
source=3-11-13 Protonex Technology Corp-PT#page11.tif
source=3-11-13 Protonex Technology Corp-PT#page12.tif
source=3-11-13 Protonex Technology Corp-PT#page13.tif
source=3-11-13 Protonex Technology Corp-PT#page14.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") dated as of March 8, 2013, is made between Protonex Technology Corporation, a Delaware corporation (the "Grantor") and WindSail Capital III, LLC ("Secured Party").

Recitals

A. **Schedule A** hereto lists all registered patents and patent applications for patents in which the Grantor is the owner.

B. **Schedule B** hereto lists all registered trademarks and applications for trademarks in which Grantor is the owner.

C. Reference is made to that certain Loan and Security Agreement, dated as of March 8, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Secured Party, as Lender, and Protonex Technology Corporation, as Borrower.

D. Pursuant to the Loan Agreement, Grantor has granted to Secured Party a security interest in all of its assets.

E. Secured Party has required that Grantor execute this Agreement to evidence the security interest granted to Secured Party in any patents, patent applications, trademarks or trademark applications and for recording with the United States Patent and Trademark Office.

ACCORDINGLY, in consideration of the foregoing, Grantor hereby agrees as follows:

1. Definitions. Terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings given them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Event of Default" means (i) an Event of Default, as defined in the Loan Agreement or any other Loan Document, or (ii) any breach by Grantor of any of its obligations under this Agreement.

"Patents" means all of the Grantor's right, title and interest in and to (i) patents or applications for patents, (ii) fees or royalties with respect to each, (iii) the right to sue for past infringement and damages therefore, and (iv) licenses thereunder in which the Grantor is the licensor, all as presently existing or hereafter arising or acquired, including without limitation, the patents listed on **Schedule A** attached hereto.

"Security Interest" has the meaning given to such term in Section 2 hereof.

"Trademarks" means all of the Grantor's right, title and interest in and to: trademarks, service marks, certification marks, collective membership marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications listed on **Schedule B** hereto (as such exhibit may be amended or supplemented from time to time), (ii) all renewals and extensions thereof, (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license assignment or other disposition thereof.

2. Security Interest. In order to secure the Obligations, Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Loan Agreement, do hereby irrevocably grant and create) a security interest, with power of sale to the extent permitted by law, in the Patents and Trademarks to secure payment of the Obligations. This security interest is in any and all rights that may exist or hereafter arise under any patent or trademark law now or hereinafter in effect in the United States of America or in any other country.

3. Representations and Warranties. The Grantor represents, warrants, covenants and agrees as follows:

(a) Patents. **Schedule A** attached hereto lists all Patents owned or controlled by the Grantor free and clear of any Lien other than Permitted Liens, as of the date hereof, or to which the Grantor has a right as of the date hereof to have assigned to it (other than as a licensee), and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Grantor owns, controls or has a right to have assigned to it any Patents not listed on **Schedule A** attached hereto, or if **Schedule A** attached hereto ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Grantor shall promptly provide written notice to Secured Party and will provide a replacement **Schedule A** if requested by Secured Party, which upon acceptance by Secured Party shall become part of this Agreement.

(b) Trademarks. **Schedule B** attached hereto lists all Trademarks owned or controlled by the Grantor and for which an application for registration has been filed with the

U.S. Patent and Trademark Office free and clear of any Lien other than Permitted Liens, as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Schedule B** attached hereto need not list common law marks (i.e. Trademarks for which there are no applications or registrations) which are not material to the Grantor's business(es). If after the date hereof, the Grantor owns or controls any Trademarks not listed on **Schedule B** attached hereto (other than common law marks which are not material to the Grantor's business(es)), or if **Schedule B** attached hereto ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Grantor shall promptly provide written notice to Secured Party and if requested by Secured Party will provide a replacement **Schedule B**, which upon acceptance by Secured Party shall become part of this Agreement.

4. Protection of Patents and Trademarks. The Grantor covenants that it will at its own expense protect, defend and maintain the Patents and Trademarks to the extent reasonably advisable in its business as determined by the Grantor in its sole discretion, provided that if the Grantor fails to do so, Secured Party may (but shall have no obligation to) do so in the Grantor's name or in Secured Party's name, but at the Grantor's expense, and the Grantor shall reimburse Secured Party in full for all expenses, including reasonable attorney's fees incurred by Secured Party in protecting, defending and maintaining the Patents and the Trademarks. The Grantor further covenants that it will give notice to Secured Party sufficient to allow Secured Party to timely carry out the provisions of this Section 4.

5. Remedies. Upon the occurrence of an Event of Default and during the continuation thereof, Secured Party may, at its option, exercise any one or more of the following remedies: (a) exercise all rights and remedies available under the UCC, or under any applicable law; (b) sell, assign, transfer, pledge, encumber or otherwise dispose of any Patent or Trademark; (c) enforce any Patent or Trademark, and any licenses thereunder; and (d) exercise or enforce any or all other rights or remedies available to Secured Party by law or agreement against the Patents and the Trademarks, against the Grantor or against any other person or property. If Secured Party shall exercise any remedy under this Agreement, the Grantor shall, at the reasonable request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid thereof. For the purposes of this Section 5, upon the occurrence of an Event of Default and during the continuation thereof, the Grantor appoints Secured Party as its attorney with the right, but not the duty, to endorse the Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to (i) act in its own name or enforce or use the Patents or the Trademarks, (ii) grant or issue any exclusive or non-exclusive licenses under the Patents or the Trademarks to any third party, and/or (iii) sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any Patent or Trademark. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done pursuant to the powers granted in this Section 5.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the Commonwealth of Massachusetts.

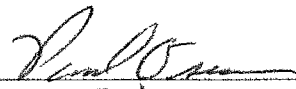
7. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Grantor:

PROTONEX TECHNOLOGY CORPORATION

By: 
Name: Paul Oseras
Title: CEO

Secured Party:

WINDSAIL CAPITAL III, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Grantor:

PROTONEX TECHNOLOGY CORPORATION

By: _____

Name:

Title:

Secured Party:

WINDSAIL CAPITAL III, LLC

By: Michael Rand

Name: Michael Rand

Title: Manager

Schedule A**Patents****Patent Applications**

| Patent / Patent Application Name | Date Filed | Pat. No. | App. Serial No. | Publication No. |
|--|-------------------|-----------------|------------------------|------------------------|
| Electrochemical Polymer Electrolyte Membrane Cell Stacks And Manufacturing Methods Thereof | 7/18/2001 | 6946210 | 09/908359 | 20020068212 |
| Electrochemical Polymer Electrolyte Membrane Cell Stacks And Manufacturing Methods Thereof | 9/16/2005 | 7482086 | 11/229087 | 20060024545 |
| One-Shot Fabrication Of Membrane Based Electrochemical Cell Stacks | 10/22/2002 | 7306864 | 10/278057 | 20030096153 |
| One-Shot Fabrication Of Membrane Based Electrochemical Cell Stacks | 11/6/2007 | 8232015 | 11/982916 | 20080160377 |
| Channel-Based Electrochemical Cassettes | 10/22/2004 | 7687181 | 10/971356 | 20050244703 |
| Liquid Electrochemical Cell Stacks And Manufacturing Methods For Same | 3/21/2005 | 7374837 | 11/086962 | 20060057436 |
| Membrane Based Electrochemical Cell | 1/4/2006 | 7695846 | 10/535559 | 20060127735 |

| | | | | |
|---|-----------|---------|-----------|-------------|
| Stacks | | | | |
| Externally Manifoldded Membrane Based Electrochemical Cell Stacks | 2/27/2004 | 7052796 | 10/789385 | 20040247982 |
| Insert-Molded, Externally Manifoldded, One-Shot Sealed Membrane Based Electrochemical Cell Stacks | 4/10/2006 | 7879507 | 11/401785 | 20070238004 |
| Insert-Molded, Externally Manifoldded, Sealed Membrane Based Electrochemical Cell Stacks | 4/10/2007 | 7887974 | 11/784941 | 20070248866 |
| Insert-Molded, Externally Manifoldded, Sealed Membrane Based Electrochemical Cell Stacks | 4/10/2007 | 7914947 | 11/786082 | 20070245547 |
| Fuel Cell Stacks And Methods | 6/28/2007 | n/a | 11/823759 | 20090004547 |
| Fuel Cell Stacks And Methods | 6/28/2007 | 8124292 | 11/823743 | 20090004519 |
| Method And Apparatus For Separating Liquid Droplets From A Fluid Flow Stream | 6/13/2006 | 7618471 | 11/452451 | 20070287052 |
| Portable Fuel Cell System | 7/10/2006 | 7476455 | 11/484514 | 20080008914 |
| Fuel Processor For Fuel Cell Systems | 1/7/2008 | n/a | 12/006893 | 20080187797 |

| | | | | |
|--|-----------|---------|-----------|-------------|
| Membrane Support Module For Permeate Separation In A Fuel Cell | 9/16/2008 | n/a | 12/283807 | 20100064887 |
| Fuel Processor For Fuel Cell Systems | 4/10/2009 | n/a | 12/422061 | 20100261074 |
| System For Hydrogen Generation | 1/7/2000 | 6534033 | 09/479362 | n/a |
| System For Hydrogen Generation | 8/11/2003 | 7220290 | 10/638651 | 20040033194 |
| Portable Hydrogen Generator | 7/6/2001 | 6932847 | 09/900625 | 20030037487 |
| Hydrogen Generator | 7/7/2005 | 7530931 | 11/175260 | 20050268555 |
| Differential Pressure-Driven Borohydride Based Generator | 7/11/2001 | 7316718 | 09/902899 | 20030009942 |
| Method And System For Generating Hydrogen By Dispensing Solid And Liquid Fuel Components | 4/2/2002 | 7282073 | 10/115269 | 20040047801 |
| Hydrogen Gas Generation System | 2/5/2003 | 7105033 | 10/359104 | 20040148857 |
| Hydrogen Gas Generation System | 6/21/2006 | 7540892 | 11/471582 | 20060236606 |
| Hydrogen Generating Fuel Cartridge With Volume Exchange Configuration | 9/15/2006 | 8372168 | 11/521351 | 20070062115 |

| | | | | |
|---|-----------|---------|-----------|-------------|
| Techniques For Packaging And Utilizing Solid Hydrogen-Producing Fuel | 3/26/2008 | n/a | 12/078034 | 20090017348 |
| Compositions, Devices And Methods For Hydrogen Generation | 8/23/2007 | 8268028 | 11/892515 | 20080241613 |
| Compositions, Devices And Methods For Hydrogen Generation | 8/9/2012 | n/a | 13/570859 | 20120328478 |
| Compositions, Devices And Methods For Hydrogen Generation | 8/9/2012 | n/a | 13/570891 | 20120328491 |
| System For Hydrogen Generation | 8/20/2002 | 7083657 | 10/223871 | 20040035054 |
| Hydrogen Generator | 11/5/2003 | 7323148 | 10/701692 | 20040120889 |
| Systems And Methods For Generating Hydrogen Gas | 3/6/2008 | 8381766 | 12/043386 | 20090020174 |
| Hydrogen Generation Systems | 3/6/2008 | n/a | 12/043444 | 20090047185 |
| Method For Connecting Tubular Solid Oxide Fuel Cells And Interconnects For Same | 8/24/2007 | n/a | 11/895333 | 20090050680 |
| Solid Oxide Fuel Cell Systems With Hot Zones And Two-Stage Tail Gas Combustors | 1/4/2008 | 8197976 | 12/006688 | 20090176136 |
| Solid Oxide Fuel Cell Systems With Hot | 2/6/2009 | 8304122 | 12/367168 | 20100203399 |


| | | | | |
|--|-----------|---------|-----------|-------------|
| Zones Having Improved Reactant Distribution | | | | |
| Solid Oxide Fuel Cell Systems With Hot Zones Having Improved Reactant Distribution | 10/4/2012 | n/a | 13/654054 | 20130040216 |
| Thin Film Vaporizer | 11/3/2009 | n/a | 12/611851 | 20110104587 |
| Desulfurization Apparatus With Individually Controllable Heaters. | 10/7/2004 | 7344686 | 10/961480 | 20060076270 |
| Portable Power Manager | 6/15/2010 | n/a | 12/815994 | 20120151240 |
| Power Network Manager Operating Methods | 6/15/2010 | n/a | 12/816080 | 20110006603 |
| Power Managers And Methods For Operating Power Managers | 9/14/2012 | n/a | 13/620086 | Unpublished |
| Portable Power Manager Enclosure | 6/15/2010 | n/a | 12/816325 | 20110007491 |
| Portable Power Manager Enclosure | 6/15/2010 | D640192 | 29/363833 | n/a |
| Portable Power Manager Enclosure | 6/20/2011 | D657309 | 29/394688 | n/a |
| Portable Power Manager Enclosure | 2/27/2012 | n/a | 29/414239 | Unpublished |
| Portable Electronic Device Carrier With | 9/28/2012 | n/a | 61/707027 | Provisional |

| | | | | |
|---|------------|---------|-----------|-------------|
| Electronic Interface For Recharging Device Battery | | | | |
| Cross-Flow Filtration Cassettes And Methods For | 3/19/2003 | 7094346 | 10/392076 | 20030178358 |
| Cross-Flow Filtration Cassettes And Methods For Fabrication Of Same | 10/28/2004 | 7297269 | 10/976374 | 20050173330 |

Schedule B

Trademarks

Trademark Applications

| Mark | App. No. / Reg. No. | App. Date / Reg. Date | Goods |
|---|---------------------|--------------------------|--|
| THE NEXT GENERATION OF PORTABLE POWER | Reg. No. 3,999,220 | 8/24/2006 7/19/2011 | <p>“Fuel cartridges containing solid and liquid fuels sold for use as part of an energy system,” in Class 4;</p> <p>“Fuel cells; portable power systems, primarily composed of fuel cells, fuel reformers and power managers, for commercial and military use,” in Class 9; and</p> <p>“Energy reactors, namely, chemical energy reactors,” in Class 11.</p> |
|  Protonex | Reg. No. 3,885,459 | 8/24/2006 12/7/2010 | <p>“Fuel cartridges containing solid and liquid fuels sold for use as part of an energy system,” in Class 4;</p> <p>“Fuel cells; portable power systems, primarily composed of fuel cells, fuel reformers and power managers, for commercial and military use,” in Class 9; and</p> <p>“Energy reactors, namely, chemical energy reactors,” in Class 11.</p> |
| QUANTUM | App. No. 77/379,301 | 8/14/2012 N/A | <p>“Energy reactors, namely, chemical energy reactors,” in Class 11.</p> |