

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Restated IP Supplement to Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
PALLADIUM ENERGY GROUP, INC. (Successor to Tyco Electronics Logistics AG)	03/22/2013
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	2 N. Lake Avenue, Suite 440
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6287721
CORRESPONDENCE DATA	
Fax Number:	8004947512
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2023704761
Email:	tfahey@nationalcorp.com
Correspondent Name:	Thomas Fahey
Address Line 1:	1025 Vermont Avenue NW, Suite 1130
Address Line 2:	National Corporate Research, Ltd.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	L070946
NAME OF SUBMITTER:	Robin Dunn
Signature:	/Robin Dunn/
Date:	06/10/2013
Total Attachments: 8	

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RESTATED INTELLECTUAL PROPERTY SUPPLEMENT TO SECURITY AGREEMENT

This **RESTATED INTELLECTUAL PROPERTY SUPPLEMENT TO SECURITY AGREEMENT** ("Supplement"), dated as of March 22, 2013, is made by **PALLADIUM ENERGY GROUP, INC.**, a Delaware corporation (the "Grantor"), with an address at 1200 Internationale Parkway, Woodridge, Illinois 60517, in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), with an address at Two North Lake Avenue, Suite 440, Pasadena, California 91101, as agent ("Agent") for itself and the other Lenders (PNC, the other Lenders and Agent shall be referred to collectively and individually, as "Lender") under the Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") among Lender, Palladium Energy of Illinois, LLC, Palladium Energy, Inc. and MicroSun Electronics Corporation.

This Agreement amends and restates in its entirety that certain Intellectual Property Supplement to Revolving Credit, Term Loan and Security Agreement dated as of November 29, 2009 by Grantor in favor of Lender.

RECITALS

A. Concurrently herewith, Grantor is entering into that certain Continuing Guaranty and that certain Security Agreement (the "Security Agreement") and together with such other instruments, documents and agreements contemplated thereby or related thereto (collectively, the "Guarantor Documents"). Pursuant to the Guarantor Documents, Grantor has granted to Agent a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks, patents, copyrights and other "Collateral" (as defined in the Security Agreement); and

B. Grantor and Agent desire to supplement the Security Agreement to make specific reference to the trademarks, patents, copyrights and other intellectual property set forth below. The Guarantor Documents shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks, patents, copyrights and other intellectual property set forth below are not otherwise covered and perfected by any of the other Guarantor Documents.

NOW, THEREFORE, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor hereby grants to Agent (for the benefit of Agent and Lender) a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the following, whether now existing or hereafter arising, to secure the payment and performance of all "Obligations" (as defined in the Security Agreement):

(a) All United States registered copyrights, maskworks, software, computer programs and other works of authorship registered with the U.S. Copyright Office and all copyright applications as listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All copyrights maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights";

(c) All right, title and interest in and to any and all license agreements with respect to the Copyrights;

(d) All accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights;

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the United States patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those United States trademark registrations and trademark applications set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the Copyrights, Patents or Trademarks; with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights and all other amounts payable to Grantor in connection with any of the Copyrights, Patents or Trademarks;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing;

PROVIDED, HOWEVER, the foregoing shall not include any Excluded Property (as defined in the Security Agreement).

2. Security Agreement. This security interest is granted in conjunction with the security interests granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Guarantor Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Security Agreement or in any of the other Guarantor Documents, 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 Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Guarantor Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

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

(a) Subject to Section 3(f) below, Grantor has no Registered Copyrights except those listed in Exhibit A hereto.

(b) Grantor has no Patents which are registered with the United States Patent and Trademark Office except those listed in Exhibit B hereto.

(c) Grantor has no Trademarks which are registered with the United States Patent and Trademark Office, or for which application for such registration has been made and not been abandoned, except those listed on Exhibit C hereto.

(d) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(e) Grantor shall promptly advise Agent of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor and advise Agent whether any other party has any interest in such Trademark, Patent or Copyright.

(f) Grantor does not, and will not, own or acquire any maskworks, software, computer programs, or other works of authorship, that are registered with the United States

Copyright Office (or subject of any application for such registration), except if and to the extent Grantor has: (i) provided Agent with at least 30 days prior written notice thereof (or such fewer number of days, if any, that Agent in its good faith business judgment may permit in writing with respect to any specific proposed registration/application), (ii) provided Agent with a copy of the specific proposed registration/application, and (iii) has executed and delivered to Agent such security agreement(s) and other documentation (in form and substance reasonably satisfactory to Agent) which Agent in its good faith business judgment may require for filing with the United States Copyright Office with respect to such registration or application.

4. Authority to Amend Exhibits. Grantor authorizes Agent and appoints Agent as its attorney to amend or supplement the Exhibits hereto, from time to time at Agent's option, to add Patents, Trademarks, Copyrights, and other intellectual property of Grantor which are not reflected in said Exhibits as Agent shall determine in its Permitted Discretion (as defined in the Security Agreement) is necessary to perfect or protect the Agent's security interest therein or the priority thereof. All said acts of said attorney are hereby ratified and approved, and said attorney shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or law, unless done maliciously or with gross (not mere) negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment); this power being coupled with an interest is irrevocable while any of the Obligations remain unpaid.

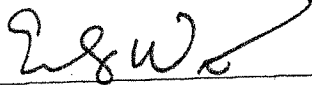
5. General. All terms and conditions of the Security Agreement shall continue in full force and effect, and Grantor represents and warrants to Agent that all representations and warranties set forth in the Security Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Security Agreement and the provisions of the Security Agreement are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,
AS AGENT

By

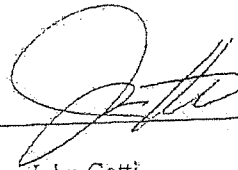


Name: Emily Webster

Title: Vice President

PALLADIUM ENERGY GROUP, INC.

By



Name John Gatti

Title: Chief Executive Officer

[Signature page - Palladium Guar IP Sec Agr]

EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

EXHIBIT B

PATENTS

Patents Issued:

<u>Applicant/Registrant</u>	<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Filing Date</u>	<u>Status</u>
Tyco Electronics Logistics AG	U.S.	IMPROVED PROCESS FOR MANUFACTURING ELECTROCHEMICAL CELLS	6287721	09/24/1999	Granted

Patent Applications:

Liao Battery System (Shanghai) Co., Ltd	China	BATTERY PROTECTIVE CIRCUIT AND BATTERY PROTECTIVE METHOD	20081040526	7/10/2008	Pending
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EXHIBIT C
TRADEMARKS

<u>Applicant/ Registrant</u>	<u>Country</u>	<u>Trademark</u>	<u>Application Number/ Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
Tyco Electronics Services GmbH	U.S. Federal	TDI BATTERIES	1786622	08/10/1993	Registered
Tyco Electronics Services GmbH	U.S. Federal	THE POWER TO SOLVE PROBLEMS	1805934	11/23/1993	Registered
Tyco Electronics Corporation	China	TDI BATTERIES	6718284		Pending