

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2768383

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ICC-NEXERGY, INC.		03/14/2014
RECEIVING PARTY DATA		
Name:	GCI CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT	
Street Address:	150 SOUTH WACKER DRIVE	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 29		
Property Type	Number	
Patent Number:	6002237	
Patent Number:	D428862	
Patent Number:	D440215	
Patent Number:	D438536	
Patent Number:	5764030	
Patent Number:	5821730	
Patent Number:	5998966	
Patent Number:	6456046	
Patent Number:	D495656	
Patent Number:	7876068	
Patent Number:	8436583	
Patent Number:	7227337	
Patent Number:	7394225	
Patent Number:	7023175	
Patent Number:	7626362	
Patent Number:	7898220	
Patent Number:	7598709	
Patent Number:	7683574	
Patent Number:	7508089	
Patent Number:	7816801	
Patent Number:	7876086	

PATENT

Property Type	Number
Patent Number:	7710072
Patent Number:	7880435
Patent Number:	7830125
Patent Number:	7830120
Application Number:	13866466
Application Number:	12973308
Application Number:	13269615
Application Number:	61894753

CORRESPONDENCE DATA

Fax Number: (312)577-4688

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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Correspondent Name: CAROLE DOBBINS C/O KATTEN MUCHIN

Address Line 1: 525 W. MONROE ST.

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-00110
NAME OF SUBMITTER:	CAROLE DOBBINS
SIGNATURE:	/Carole Dobbins/
DATE SIGNED:	03/14/2014

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of March 14, 2014, is between ICC-NEXERGY, INC., a Delaware corporation (the "Grantor"), in favor of GCI CAPITAL MARKETS LLC, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee") for the benefit of itself and the Secured Parties. Capitalized terms used but not otherwise defined in this Patent Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined)

RECITALS

WHEREAS, Grantor owns the Patent registrations, and Patent applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all of Grantor's Collateral, including all right, title and interest of Grantor in and to the Patent Collateral (as hereinafter defined), to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent registration and Patent application owned by Grantor, including, without limitation, the Patent registrations and Patent applications referred to in **Schedule 1** annexed hereto, and all patentable inventions and all of the inventions and improvements described and claimed therein; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent registration owned by Grantor including, without limitation, the Patent registrations relating to Patents and referred to in **Schedule 1** annexed hereto and the Patent registrations issued with respect to the Patent applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the


obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Patent Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Patent Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

ICC-NEXERGY, INC.,
a Delaware corporation

By: 
Name: Kenneth J. Wroblewski
Title: Vice President

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Administrative Agent

By: GC Advisors LLC, its sole member

By: 

Name: Marc C. Robinson

Title: Managing Director

Schedule 1
to
Patent Security Agreement

U.S. PATENT REGISTRATIONS

TITLE	PATENT NO.	Owner of Record
MICROCONTROLLED BATTERY CHARGER	6,002,237	ICC-Nexergy, Inc.
FOLDING BLADE ASSEMBLY	D428,862	ICC-Nexergy, Inc.
BASE FOR A CELLULAR PHONE	D440,215	ICC-Nexergy, Inc.
CELLULAR PHONE HOLDER	D438,536	ICC-Nexergy, Inc.
MICROCONTROLLED BATTERY CHARGER	5,764,030	ICC-Nexergy, Inc.
LOW COST BATTERY SENSING TECHNIQUE	5,821,730	ICC-Nexergy, Inc.
MICROCONTROLLED BATTERY CHARGER	5,998,966	ICC-Nexergy, Inc.
PROTECTION CIRCUIT FOR TERMINATING TRICKLE CHARGE WHEN THE BATTERY TERMINAL VOLTAGE IS GREATER THAN A PREDETERMINED VALUE	6,456,046	ICC-Nexergy, Inc.
BATTERY CHARGER HOUSING	D495,656	ICC-Nexergy, Inc.
BATTERY CHARGE INDICATOR	7,876,068	ICC-Nexergy, Inc.
MULTIPLE CELL BATTERY CHARGER CONFIGURED WITH A PARALLEL TOPOLOGY	8,436,583	ICC-Nexergy, Inc.
BATTERY CHARGER WITH DUAL USE MICROPROCESSOR	7,227,337	ICC-Nexergy, Inc.
PSEUDO CONSTANT CURRENT MULTIPLE CELL BATTERY CHARGER CONFIGURED WITH A PARALLEL TOPOLOGY	7,394,225	ICC-Nexergy, Inc.
BATTERY CELL SIZE DETECTION METHOD	7,023,175	ICC-Nexergy, Inc.
RAPID CHARGE LITHIUM ION BATTERY CHARGER	7,626,362	ICC-Nexergy, Inc.
RAPID CHARGE LITHIUM ION BATTERY CHARGER	7,898,220	ICC-Nexergy, Inc.
RAPID CHARGE LITHIUM ION BATTERY CHARTER	7,598,709	ICC-Nexergy, Inc.
RAPID CHARGE LITHIUM ION BATTERY CHARGER	7,683,574	ICC-Nexergy, Inc.

TITLE	PATENT NO.	Owner of Record
OVER SPEED CONTROL CIRCUIT FOR A WIND TURBINE GENERATOR WHICH MAXIMIZES THE POWER EXPORTED FROM THE GENERATOR OVER TIME	7,508,089	ICC-Nexergy, Inc.
SPEED SENSING CIRCUIT FOR A WIND TURBINE GENERATOR	7,816,801	ICC-Nexergy, Inc.
CURRENT MEASURING DEVICE FOR MEASURING THE ELECTRICAL CURRENT FLOWING IN AN ELECTRICAL CONDUCTOR ELECTRICALLY ISOLATED FROM THE CURRENT MEASURING DEVICE	7,876,086	ICC-Nexergy, Inc.
DISCHARGE CIRCUIT	7,710,072	ICC-Nexergy, Inc.
MULTI-BATTERY CHARGER WITH INDIVIDUAL BATTERY BYPASS CONTROL	7,880,435	ICC-Nexergy, Inc.
ANTI-SWELL PROTECTION CIRCUIT FOR BATTERY CELLS	7,830,125	ICC-Nexergy, Inc.
LOW SIDE N- CHANNEL FET PROTECTION CIRCUIT	7,830,120	ICC-Nexergy, Inc.

U.S. PATENT APPLICATIONS

TITLE	SERIAL NO.	Owner of Record
MULTIPLE CELL BATTERY CHARGER CONFIGURED WITH A PARALLEL TOPOLOGY	13/866,466	ICC-Nexergy, Inc.
TWO WAY SWITCHING REGULATOR	12/973308	ICC-Nexergy, Inc.
ENERGY STORAGE AND OUTPUT SYSTEM	13/269615	ICC-Nexergy, Inc.
	61/894,753	ICC-Nexergy, Inc.