PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2781982

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
FASTCAP SYSTEMS CORPORATION	03/21/2014
BR CHROM LLC	03/21/2014

RECEIVING PARTY DATA

Name:	WINDSAIL CREDIT FUND, L.P., AS AGENT
Street Address:	133 FEDERAL STREET
Internal Address:	12TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110

PROPERTY NUMBERS Total: 29

Property Type	Number
Application Number:	29430088
Application Number:	12928896
Application Number:	12928897
Application Number:	13480085
Application Number:	13491593
Application Number:	13492514
Application Number:	14131666
Application Number:	13553716
Application Number:	13560628
Application Number:	13588452
Application Number:	13587037
Application Number:	13669396
Application Number:	13681081
Application Number:	13706055
Application Number:	13776603
Application Number:	13886177
Application Number:	13843746
Application Number:	13843765
Application Number:	61808149

Property Type	Number
Application Number:	61808153
Application Number:	61877090
Application Number:	61888133
Application Number:	61889018
Application Number:	61895357
Application Number:	61896009
Application Number:	61919585
Application Number:	61916526
Application Number:	61919692
Application Number:	61925740

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: THOMAS FAHEY
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F149019
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	03/24/2014

Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of March 21, 2014 by and between (i) WINDSAIL CREDIT FUND, L.P., as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement (defined herein)) ("Agent"), and (ii) FASTCAP SYSTEMS CORPORATION, a Delaware corporation, and BR CHROM LLC, a Delaware limited liability company (each and together, jointly and severally, the "Grantor").

RECITALS

A. The Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit and Security Agreement by and between Agent, the Lenders party thereto and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Agent and Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the benefit of the Lenders, 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.

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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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 patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark 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 set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

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

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent and Lenders with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows]

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:

FASTCAP SYSTEMS CORPORATION

By:
Name: Riccardo Signorelli
Title: Chief Executive Officer

BR CHROM LLC

By:
Name: Riccardo Signorelli
Title: Authorized Signer

AGENT:

WINDSAIL CREDIT FUND, L.P.
By: WindSail GP, LLC, its General Partner

By: Michael Rad
Name: Michael Rad
Title: Managing Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

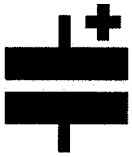
Country	Title	Application Number	Filing Date
US	Electrode for an Ultracapacitor	29/430,088	8/21/2012
US	Electrochemical Double-Layer Capacitor for High Temperature Applications	12/928,896	12/21/2010
US	Battery-Capacitor Hybrid Energy Storage System for High Temperature Applications	12/928,897	12/21/2010
US	Power System for High Temperature Applications with Rechargeable Energy Storage	13/480,085	5/24/2012
WO	Power System for High Temperature Applications with Rechargeable Energy Storage	PCT/US2012/039342	5/24/2012
AU	Power System for High Temperature Applications with Rechargeable Energy Storage	2012258672	5/24/2012
BR	Power System for High Temperature Applications with Rechargeable Energy Storage	BR112013030106-6	5/24/2012
CA	Power System for High Temperature Applications with Rechargeable Energy Storage	2838558	5/24/2012
CN	Power System for High Temperature Applications with Rechargeable Energy Storage	Corresponding to International Application Number PCT/US2012/039342	5/24/2012
EP	Power System for High Temperature Applications with Rechargeable Energy Storage	12790090.0	5/24/2012
GCC	Power System for High Temperature Applications with Rechargeable Energy Storage	2012/21373	5/26/2012
JP	Power System for High Temperature Applications with Rechargeable Energy Storage	Corresponding to International Application Number PCT/US2012/039342	5/24/2012
US	Energy Storage Media for Ultracapacitors	13/491,593	6/7/2012
WO	Energy Storage Media for Ultracapacitors	PCT/US2012/041438	6/7/2012
AU	Energy Storage Media for Ultracapacitors	2012267770	6/7/2012
CA	Energy Storage Media for Ultracapacitors	2338557	6/7/2012
EP	Energy Storage Media for Ultracapacitors	12796013.6	6/7/2012
IL	Energy Storage Media for Ultracapacitors	229808	6/7/2012

Country	Title	Application Number	Filing Date
JP	Energy Storage Media for Ultracapacitors	Corresponding to International Application Number PCT/US2012/041438	6/7/2012
US	Automotive Electrified Drive Train Systems with High Temperature Rechargeable Energy Storage Device	13/492,514	6/8/2012
WO	High Temperature Energy Storage Device	PCT/US2012/045994	7/9/2012
US	High Temperature Energy Storage Device	14/131,666	7/9/2012
AU	High Temperature Energy Storage Device	2012282799	7/9/2012
BR	High Temperature Energy Storage Device	BR112014000377-7	7/9/2012
CA	High Temperature Energy Storage Device	Corresponding to International Application Number PCT/US2012/045994	7/9/2012
CN	High Temperature Energy Storage Device	Corresponding to International Application Number PCT/US2012/045994	7/9/2012
EA	High Temperature Energy Storage Device	201490232	7/9/2012
EP	High Temperature Energy Storage Device	12810706.7	7/9/2012
IL	High Temperature Energy Storage Device	230351	7/9/2012
JP	High Temperature Energy Storage Device	Corresponding to International Application Number PCT/US2012/045994	7/9/2012
KR	High Temperature Energy Storage Device	10-2014-7003477	7/9/2012
US	Power Supply for Downhole Instruments	13/553,716	7/19/2012
WO	Power Supply for Downhole Instruments	PCT/US2012/047474	7/19/2012
CA	Power Supply for Downhole Instruments	Corresponding to International Application Number PCT/US2012/047474	7/19/2012
CN	Power Supply for Downhole Instruments	Corresponding to International Application Number PCT/US2012/047474	7/19/2012
EA	Power Supply for Downhole Instruments	Corresponding to International Application Number PCT/US2012/047474	7/19/2012
EP	Power Supply for Downhole Instruments	12817809.2	7/19/2012
JP	Power Supply for Downhole Instruments	Corresponding to International Application Number PCT/US2012/047474	7/19/2012

Country	Title	Application Number	Filing Date
US	Housing for an Energy Storage with a Hermetic Seal	13/560,628	7/27/2012
US	In-Line Manufacture of Carbon Nanotubes	13/588,452	8/17/2012
US	High Power and High Energy Electrodes Using Carbon Nanotubes	13/587,037	8/16/2012
US	Production Logging Instrument	13/669,396	11/5/2012
WO	Production Logging Instrument	PCT/US2012/063621	11/5/2012
US	Mechanical Hermetic Seal	13/681,081	11/19/2012
US	On-Board Power Supply	13/706,055	12/5/2012
US	Advanced Electrolyte Systems and their Use in Energy Storage Devices	13/776,603	2/25/2013
WO	Advanced Electrolyte Systems and their Use in Energy Storage Devices	PCT/US2013/027697	2/15/2013
US	Enhanced Carbon Based Electrode for Use in Energy Storage Devices	13/886,177	5/2/2013
US	Modular Signal Interface Devices and Related Downhole Power and Data Systems	13/843,746	3/15/2013
US	Inertial Energy Generator for Supplying Power to a Downhole Tool	13/843,765	3/15/2013
US	Ruggedized Wide Bandgap Unit Inverters	61/808,149	4/3/2013
US	Novel Super Electrolytic Capacitor	61/808,153	4/3/2013
US	Ultacapacitor Based Power Systems	61/877,090	9/12/2013
US	Dynamics Monitoring System with Rotational Sensor	61/888,133	10/8/2013
US	Advanced Electrolytes for High Temperature Energy Storage Device	61/889,018	10/9/2013
US	Power System for Downhole Toolstring	61/895,357	10/24/2013
US	Power System for Downhole Toolstring	61/896,009	10/25/2013
US	Electromagnetic Telemetry Device	61/919,585	12/20/2013
US	Power Supply For Wired Pipe with Rechargeable Energy Storage	61/916,526	12/16/2013
US	Ultracapacitors With High Frequency Response	61/919,692	12/20/2013
US	High Energy and Power Ultracapacitor	61/925,740	1/10/2014

EXHIBIT C

Trademarks

Country	Description	Application Number	Filing Date
US	Cassandra	86052454	8/30/2013
US	Powered by Fastcap	86052482	8/30/2013
US	More Power Minus the Lithium	86052473	8/30/2013
US	Ulysses	85624777	5/14/2012
US	Ulyss	85624767	5/14/2012
US	EE	85384255	7/29/2011
CN	EE	1111215	10/20/2011
EP	EE	1111215	10/20/2011
JP	EE	1111215	10/20/2011
RU	EE	1111215	10/20/2011
US		85267976	3/15/2011
CA		1540596	8/22/2011
CN		1092411	8/22/2011
EP		1092411	8/22/2011
JP		1092411	8/22/2011
RU		1092411	8/22/2011
US	The Paradigm Shift in Energy Storage	85198391	12/15/2010
US	Fastcap Systems	85198385	12/15/2010
US	Fastcap	85198378	12/15/2010

Country	Description	Application Number	Filing Date
US	Fastcap	85018597	4/20/2010
BR	Fastcap	903617048	11/25/2010
CA	Fastcap	1502923	11/25/2010
CN	Fastcap	1055526	11/25/2010
EP	Fastcap	1055526	11/25/2010
JP	Fastcap	1055526	11/25/2010
RU	Fastcap	1055526	11/25/2010

EXHIBIT D

Mask Works

None.