

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2883916

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DHYBRID SYSTEMS, LLC	06/02/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WORTHINGTON CYLINDER CORPORATION
<b>Street Address:</b>	200 OLD WILSON BRIDGE ROAD
<b>City:</b>	COLUMBUS
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	43085
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14015141
<b>Application Number:</b>	14076836
<b>Application Number:</b>	14076891
<b>Application Number:</b>	14271383
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)533-9099
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	202-467-8800
<b>Email:</b>	jspiantanida@vorys.com
<b>Correspondent Name:</b>	VORYS, SATER, SEYMOUR AND PEASE LLP
<b>Address Line 1:</b>	P.O. BOX 2255 -- IPLAW@VORYS
<b>Address Line 2:</b>	ATTN: TANYA MARIE CURCIO
<b>Address Line 4:</b>	COLUMBUS, OHIO 43216-2255
<b>ATTORNEY DOCKET NUMBER:</b>	017348-000489/1707
<b>NAME OF SUBMITTER:</b>	JULIE S. PIANTANIDA
<b>SIGNATURE:</b>	/julie piantanida/
<b>DATE SIGNED:</b>	06/04/2014
<b>Total Attachments: 13</b>	
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is made as of June 2, 2014 by **dHybrid Systems, LLC** a Utah limited liability company (the “*Company*”) in favor of **Worthington Cylinder Corporation**, an Ohio corporation (the “*Investor*”). Capitalized terms used herein but not defined shall have the meanings set forth in the NPA (as defined below).

**WITNESSETH:**

**WHEREAS**, the Company and the Investor have entered into that certain Note Purchase Agreement dated as of June 2, 2014 (as amended, restated or otherwise modified from time to time, the “*NPA*”) and the Company has issued certain Notes thereunder; and

**WHEREAS**, it is a condition to the effectiveness of the NPA and the purchase by the Investor of the Notes issued thereunder that, among other things, the Company execute and deliver this Agreement to the Investor;

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

**1. Grant of Security Interest, Etc.** To secure the payment in full of the Outstanding Obligations, the Company hereby grants to the Investor a security interest in and to all of the Company’s right, title and interest in all of the following, whether now existing or hereafter arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Schedule A** attached hereto and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing in which the Company now or hereafter has any right, title or interest, the “*Patents*”);

(b) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on **Schedule B** attached hereto and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing in which the Company now or hereafter has any right, title or interest, the “*Copyrights*”);

(c) all of the Company’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether the Company is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on **Schedule C** attached hereto and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses (all of the foregoing, collectively, the “*Patent and Copyright Licenses*”);

(d) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on **Schedule D** attached hereto (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below) and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing in which the Company now or hereafter has any right, title or interest, the “**Marks**”); provided that, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, the Company (an “**Intent to Use Application**”), and any Intent to Use Application is specifically excluded from the Marks for purposes of this Agreement;

(e) all of the Company’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether the Company is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on **Schedule E** attached hereto and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses (all of the foregoing, the “**Trademark Licenses**”, and together with the Patent and Copyright Licenses, collectively, the “**Licenses**”); and

(f) the goodwill of the Company’s business associated with, and symbolized by, the Marks;

**2. Restrictions on Future Agreements.** The Company agrees that until the Outstanding Obligations shall have been satisfied in full in cash, the Company will not, without the Investor’s prior written consent, (a) take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with the Company’s obligations under this Agreement or (b) take any action, permit any action to be taken by others subject to its control (including its licensees) or fail to take any action, in each case which could affect the validity, enforcement or nature of the rights transferred to the Investor under this Agreement. The Company agrees not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses (collectively, the “**Intellectual Property**”), without receiving the prior written consent of the Investor thereto.

**3. Covenants, Representations and Warranties.** The Company covenants, represents and warrants (to the best of the Company’s knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to the Company) that: (a) the Intellectual Property is valid and enforceable and is not currently being challenged in any way, (b) the Company is unaware of any impairments to the Intellectual Property which would have a Material Adverse Effect on the validity and/or enforceability of such Intellectual Property; (c) none of the Intellectual Property has lapsed or expired or have been abandoned; (d) to the best of the Company’s knowledge, no claim has been made that the use of any of the Intellectual Property constitutes an infringement; (e) the Company owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to the Company) free and clear of any Liens and encumbrances, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances, in each case except for (i) rights granted by the Company pursuant to the applicable licenses listed on **Schedule C** and **Schedule E**, and (ii) Liens and encumbrances in favor of the Investor pursuant to this Agreement or the other Transaction Documents; (f) the Company has the unqualified right to enter into this Agreement and perform its obligations hereunder; (g) the Company

will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to the Company's business); (h) the Company will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it and (j) the security interest of the Investor in the Intellectual Property shall be on a worldwide basis and, without any liability for royalties or other related charges owing from the Investor to the Company.

**4. New Intellectual Property.** If at any time prior to the payment in full in cash of the Outstanding Obligations the Company shall (a) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations (exclusive of any Intent to Use Applications), copyrights, copyright registrations, trade names or licenses, or (b) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and the Company shall give the Investor prompt written notice thereof. The Company hereby authorizes the Investor to modify this Agreement by noting any future acquired Intellectual Property on the schedules hereto; *provided, however*, that the failure of the Investor to make any such notation shall not limit or affect the obligations of the Company or rights of the Investor hereunder.

**5. Duties of the Company.** Except to the extent the same is no longer material to the Company's business, (a) the Company shall have the duty to (i) prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights and (iii) preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including maintenance or renewal fees) shall be borne by the Company and (b) the Company shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of the Investor.

**6. Investor's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, the Investor shall have the right to commence a legal proceeding in its own name to enforce the Company's rights in and to the Intellectual Property and, if the Investor shall commence any such legal proceeding, the Company shall, at the request of the Investor, do any and all lawful acts and execute any and all proper documents reasonably required by the Investor in connection with such enforcement, and the Company shall promptly, upon demand, reimburse and indemnify the Investor for all reasonable costs and expenses incurred by the Investor in the exercise of its rights under this Section 6.

**7. Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**8. Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

9. **Further Assurances.** The Company shall execute and deliver to the Investor, at any time hereafter at the request of the Investor, all documentation (including, without limitation, as may be deemed necessary by the Investor for filing or recording with the United States Copyright Office and/or United States Patent and Trademark Office) and take all such actions (including paying the cost of filing or recording any of the foregoing), as the Investor may request to evidence the Investor's interest in the Intellectual Property and the goodwill associated therewith and to enforce the Investor's rights under this Agreement.

10. **Power of Attorney; Effect on Transaction Documents.** The Company hereby constitutes and appoints the Investor as the Company's lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, to (a) endorse the Company's name on all applications, documents, papers and instruments determined by the Investor as necessary or desirable for the Investor in the use of the Intellectual Property, (b) take any other actions with respect to the Intellectual Property as the Investor deems in good faith to be in the best interest of the Investor, (c) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to any Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Outstanding Obligations have been fully paid in full in cash. The Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Investor under the NPA or the Note. The Investor shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the security interest in the Intellectual Property may be enforced. The Company hereby releases the Investor from any and all claims, causes of action and demands at any time arising out of, or with respect to, any actions taken or omitted to be taken by the Investor under the powers of attorney granted herein.

11. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

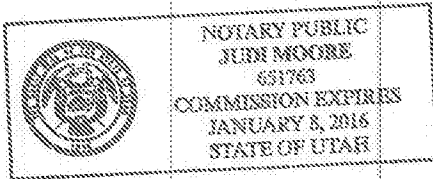
12. **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY TRANSACTION DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY TRANSACTION DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE, AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 12 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.



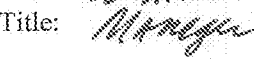
14. **Entire Agreement.** This Agreement, together with the other Transaction Documents, contains all the terms and conditions of the agreement between the Investor and the Company relating to the subject matter hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Intellectual Property Security Agreement as of the date first above written.



DHYBRID SYSTEMS, LLC

By:   
Name:   
Title: 

WORTHINGTON CYLINDER CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT




IN WITNESS WHEREOF, the parties hereto have entered into this Intellectual Property Security Agreement as of the date first above written.

DHYBRID SYSTEMS, LLC

By: \_\_\_\_\_  
Name:  
Title:

WORTHINGTON CYLINDER CORPORATION

By:   
Name: ANDREW J. BILLMAN  
Title: President

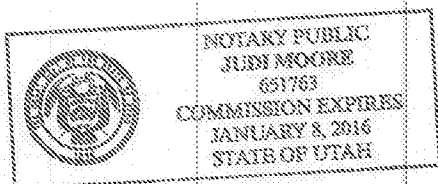
SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

STATE OF Utah )  
 ) SS.  
COUNTY OF Washington )

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that William Milton, personally known to me to be the Manager of dHybrid Systems, LLC, a Utah limited liability company (the "**Company**"), and personally known to me to be the same person whose name is subscribed to the foregoing Intellectual Property Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 2 day of June, 2014.

(NOTARIAL SEAL)



Judi Moore  
Notary Public

My Commission Expires: 1-8-16

ACKNOWLEDGMENT PAGE TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

1. VEHICLE FUELING MANIFOLD ASSEMBLY, Application Number 14015141, filed August 30, 2013.
2. COMPRESSED NATURAL GAS FUELING SYSTEM WITH INTEGRATED FUEL RECEPTACLE, Application Number 14076836, filed November 11, 2013.
3. ON-VEHICLE COMPRESSED NATURAL GAS SYSTEM WITH IN-CABIN DISPLAY, Application Number 14076891, filed November 11, 2013.
4. COMPRESSED NATURAL GAS FILTER FOR NATURAL GAS VEHICLE, Application Number 14271383, filed May 6, 2014.

**SCHEDULE B**  
**COPYRIGHTS**

None.

**SCHEDULE C**

**PATENT AND COPYRIGHT LICENSES**

None.

**SCHEDULE D**

**TRADEMARKS, SERVICE MARKS**

1. Dhybrid, #86191730, filed February 12, 2014, Amended February 26, 2014, Class 007, Class 009 and Class 042
2. dHYBRID SYSTEMS, #8619145, filed February 12, 2014, Class 007, Class 009, Class 042

**SCHEDULE E**

**TRADEMARK LICENSES**

None.