

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3164124

<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>
	HYDROSTOR INC.	11/27/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	COMERICA BANK	
<b>Street Address:</b>	SUITE 2210, 200 BAY STREET	
<b>Internal Address:</b>	SOUTH TOWER, ROYAL BANK PLAZA	
<b>City:</b>	TORONTO, ONTARIO	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	M5J 2J2	
<b>PROPERTY NUMBERS Total: 6</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	14167242	
<b>Application Number:</b>	14167198	
<b>Application Number:</b>	14527122	
<b>Application Number:</b>	14526837	
<b>Application Number:</b>	13304344	
<b>Application Number:</b>	12761099	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(617)646-8646	
<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>	6176468207	
<b>Email:</b>	efptrademarks@wolfgreenfield.com	
<b>Correspondent Name:</b>	EDWARD F. PERLMAN	
<b>Address Line 1:</b>	600 ATLANTIC AVENUE	
<b>Address Line 2:</b>	WOLF, GREENFIELD & SACKS, P.C.	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210-2206	
<b>ATTORNEY DOCKET NUMBER:</b>	C1435.90001US00	
<b>NAME OF SUBMITTER:</b>	EDWARD F. PERLMAN	
<b>SIGNATURE:</b>	/efp/	
<b>DATE SIGNED:</b>	12/29/2014	

PATENT

**Total Attachments: 5**

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**PATENT SECURITY AGREEMENT**

This **PATENT SECURITY AGREEMENT** (as it may be amended or modified from time to time, this "**Agreement**"), is entered into as of November 27, 2014, between Hydrostor Inc. (the "**Grantor**") and Comerica Bank (the "**Lender**").

**WITNESSETH:**

**WHEREAS** pursuant to the terms of that certain loan agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") between the Grantor and the Lender, the Lender has agreed to extend credit and make certain financial accommodations to the Grantor;

**WHEREAS** pursuant to the security agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between the Grantor and the Lender, the Grantor granted to the Lender a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including the Patent Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations (as defined in the Loan Agreement) including the obligations of the Grantor under the Loan Agreement;

**WHEREAS** the parties to the Loan Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Patent Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantor's right, title and interest in such Patent Collateral; and

**WHEREAS** pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

**Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**Section 2. Grant of Security Interest in Patents**

The Grantor hereby grants to the Lender a security interest in all of its right, title and interest in, to and under each of the Grantor's patents, including the patents listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "**Patent Collateral**").

**Section 3. Security for Obligations**

This Agreement secures, and the Patent Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

**Section 4. Security Agreement**

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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 irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

**Section 5. Recordation**

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

**Section 6. Miscellaneous**

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

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

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**HYDROSTOR INC.**



By: \_\_\_\_\_

Name: **CURTIS VANWALLEGHEM**

Title: **CEO**

**LENDER:**

**COMERICA BANK**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Signature Page – Patent Security Agreement)

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**HYDROSTOR INC.**

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

**LENDER:**

**COMERICA BANK**

By: Omair Ahmed  
Name: OMER AHMED  
Title: VICE PRESIDENT

(Signature Page – Patent Security Agreement)

**SCHEDULE A**  
**TO**  
**PATENT SECURITY AGREEMENT**  
**UNITED STATES PATENTS**

<b>Publication # Application # Patent #</b>	<b>Date Filed Date Granted</b>	<b>Patent Name</b>	<b>Status</b>
14/167,242	January 29, 2014	Energy Accumulation Apparatus	Filed
14/167,198	January 29, 2014	Energy Accumulation Apparatus	Filed
14/527,122	October 29, 2014	Methods of Deploying and Operating Variable-Buoyancy Assembly and Non-Collapsible Fluid-line Assembly for Use with Fluid Processing Plant	Filed
14/526,837	October 29, 2014	Variable-Buoyancy Assembly and Non-Collapsible Fluid-line Assembly for Use with Fluid Processing Plant	Filed
13/304,344	November 24, 2011	System and Method for Fragmentation and Dispersal of a Compressed Gas Body	Application
12/761,099	June 2012	System and Method for Modularly Deployable and Scalable Compressed Air Energy Storage Accumulator	Granted