

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 04/30/2015)

03/27/2015

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

3/20/15 R 103671729 To the Director of the U.S. Patent and Trademark Office or the new address(es) below.	
1. Name of conveying party(ies) MADA Energle LLC Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>ADEquity, LLC</u> Internal Address: _____ Street Address: <u>9135 S. Ridgeline Blvd</u> Suite <u>200</u> City: <u>Highlands Ranch</u> State: <u>CO</u> Country: <u>USA</u> Zip: <u>80129</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>March 20, 2015</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>14/559,882; PCT/US15/15974</u> B. Patent No.(s) Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Fay Chu Fong</u> Internal Address: _____ Street Address: <u>Fortis Law Partners LLC</u> <u>1900 Wazee Street, Suite 300</u> City: <u>Denver</u> State: <u>CO</u> Zip: <u>80202</u> Phone Number: <u>720-536-2206</u> Docket Number: _____ Email Address: <u>fchufong@fortislawpartners.com</u>	6. Total number of applications and patents involved: <u>9</u> 7. Total fee (37 CFR 1.21(h) & 3.41) <u>\$360.00</u> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
9. Signature: <u>Karen L. Kocak</u> Signature Name of Person Signing	8. Payment Information Deposit Account Number _____ Authorized User Name: <u>2015 KNGUYEN1 00000022 1459882</u> Date: <u>3/20/2015</u> Total number of pages including cover sheet, attachments, and documents: <u>11</u>

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT RECORDATION FORM

Continuation of Item 4: Additional Patent Application Numbers

PCT/US2015/020306

14/554,013

14/565,410

14/604,280

62/079,517

62/105,411

62/126,404

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of March 20, 2015, is made by MADA Energie LLC, a Delaware limited liability company with its registered address at 750 Columbus Avenue, Suite 6M, New York, New York, 10025 ("Borrower") in favor of ADEquity, LLC, a Delaware limited liability company located at 9135 S. Ridgeline Blvd., Suite 200, Highlands Ranch, CO 80129 ("Secured Party").

WHEREAS, Borrower and Secured Party have entered into a Loan Agreement dated as of the date hereof ("Loan Agreement"), pursuant to which Secured Party will lend certain sums to Borrower ("Loans") and Borrower shall grant a security interest in all its assets to Secured Party as security for the Loan.

WHEREAS, as a condition precedent to the making of the Loans by Secured Party under the Loan Agreement, Borrower has executed and delivered to the Secured Party that certain Security Agreement dated as of December 17, 2014, made by and among Borrower and Secured Party ("Security Agreement").

WHEREAS, under the terms of the Security Agreement, Borrower has granted to Secured Party, a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Secured Party as follows:

1. **Grant of Security.** Borrower hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Borrower in, to and under all intellectual property of Borrower (including, without limitation, all patents, trademarks, copyrights, trade secrets, intellectual property licenses, technology, and all other industrial, intangible and intellectual property of any type, including mask works and industrial designs) and application for same, wherever located, and whether now existing or hereafter arising or acquired from time to time, including, without limitation, the following: (the "IP Collateral"):

(a) the patents and/or patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and/or applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to Borrower set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Secured Party.

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

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns, except that Borrower shall not be permitted to assign this IP Security Agreement or any interest herein or in the IP Collateral or any part thereof, or otherwise, pledge, encumber or grant any option with respect to the IP Collateral or any part thereof, except as otherwise specifically provided in the Security Agreement. Without limiting the generality of the foregoing sentence of this Section 5, Secured Party may not assign this IP Security Agreement or any of its rights, privileges, or obligations set forth in, arising under, or created by this IP Security Agreement except (i) upon notice to Borrower, to one or more persons who are affiliates of Secured Party and who are not engaged in competition with Borrower, or (ii) upon the prior written consent of Borrower, such consent not to be unreasonably withheld, to any other person; and to the extent of any such assignment or participation such other person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to Secured Party herein. All references herein to Secured Party shall include any successor thereof or permitted assignee, and any other obligees from time to time of the obligations.

6. Governing Law. This IP Security 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 IP Security 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 State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, each Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

MADA Energle LLC

By: 

Name: Daniel Gimpel

Title: VP - Finance

AGREED TO AND ACCEPTED BY SECURED PARTY:

ADEquity, LLC

By: 

Name: Jonathan Lagaronne

Title: President

Schedule 1

PATENTS AND PATENT APPLICATIONS

[See Attached]



740005-21087701	LOW HEAT RATE COAL CONDENSING SYSTEMS, DEVICES, AND METHODS	US	PENDING	62/795,537			31/11/2014	31/11/2014
740005-21087702	METHOD FOR LIQUID AIR AND GAS ENERGY STORAGE	US	PENDING	62/795,411			24/04/2015	24/04/2015
740005-21087703	ENERGY STORAGE OPERATING A CLOSED LOOP CYCLE	US	PENDING	62/795,404			27/02/2015	27/02/2015

PATENT

REEL: 035336 FRAME: 0964

Schedule 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Serial Number
MADA LAES	86211303
Energy Processing	86310247
Energy Processing System	86364988

Schedule 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Note.

