

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3723829

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PURE POWER TECHNOLOGIES, INC.	02/01/2016
RECEIVING PARTY DATA	
Name:	THE PRIVATEBANK AND TRUST COMPANY, AS ADMINISTRATIVE AGENT
Street Address:	38505 WOODWARD AVENUE, SUITE 1300
City:	BLOOMFIELD HILLS
State/Country:	MICHIGAN
Postal Code:	48304
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7591245
CORRESPONDENCE DATA	
Fax Number:	(734)930-2494
<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>	
Phone:	7349302488
Email:	ipfilings@bodmanlaw.com
Correspondent Name:	SUSAN M. KORNFIELD - BODMAN PLC
Address Line 1:	201 SOUTH DIVISION, SUITE 400
Address Line 4:	ANN ARBOR, MICHIGAN 48104
NAME OF SUBMITTER:	SUSAN M. KORNFIELD
SIGNATURE:	/Susan M. Kornfield/
DATE SIGNED:	02/03/2016
Total Attachments: 7	
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AGREEMENT

(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of February 1, 2016 between the undersigned (the "Debtor") and The PrivateBank and Trust Company, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of February 1, 2016 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Pure Power Technologies, Inc. ("Borrower"), Pure Power Technologies, L.P., the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Loans (including the initial Loans) to the Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1*

hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

(b) all letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation, (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto.

(c) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described in clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement of any patent, patent applications, or Patent Licenses, including any patents, patent applications or Patent License including any Patent License referred to in Schedule 1.1 and all rights corresponding thereto throughout the world referred to in Schedule 1.1 attached hereto, or for breach or enforcement of any Patent License.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Patent Collateral: (a) if the sale or other disposition of such Patent Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Patent Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 14.11 of the Credit Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

PURE POWER TECHNOLOGIES, INC.

By:  _____
Name: Gerald Sweetland
Title: Chief Executive Officer

Signature page to Patent Security Agreement
(8679461)

PATENT
REEL: 037651 FRAME: 0689

SECURED PARTY:

**THE PRIVATEBANK AND TRUST
COMPANY, as Administrative Agent**

By: 
Name: Eric Haege
Title: Managing Director

Signature page to Patent Security Agreement
(8679461)

**PATENT
REEL: 037651 FRAME: 0690**

SCHEDULE 1.1

PATENT COLLATERAL

Patents:

Technology / Product	Title	Country	Serial Number	Application Date	Patent Number	Issue Date	Expiration Date
Air Valves (EGR valve)	Air Valve, Method of Use	United States	12/342764	12/23/2008	7591245	09/22/2009	12/23/2028

Patent Licenses:

Technology / Product	Title	Country	Serial Number	Application Date	Patent Number	Issue Date	Expiration Date
Fuel Injectors	Fuel injector with Piezoelectric actuator and method of use	United States	10/745997	12/29/2003	6,928,986	08/16/2005	12/29/2023
Fuel Injectors	Dampening stop pin	United States	11/453133	06/15/2006	7900604	03/08/2011	05/07/2028
Fuel Injectors	System and method to control spool stroke motion	United States	10/969047	10/21/2004	7216630	05/15/2007	10/21/2024
Fuel Injectors	Coupling device assembly	United States	10/290286	11/08/2002	6981662	01/03/2006	11/08/2022
Fuel Injectors	Wire guide	United States	10/195451	07/16/2002	6590162	07/08/2003	07/16/2022
Fuel Injectors	Control valve body for an oil activated fuel injector	United States	09/899218	07/06/2001	6715694	04/06/2004	07/06/2021
Fuel Injectors	Solenoid end cap assembly with flat surface	United States	10/232599	09/03/2002	7044400	05/16/2006	09/03/2022
Fuel Injectors	Oil activated fuel injector control valve	United States	09/828169	04/09/2001	6631853	10/14/2003	04/09/2021
Fuel Injectors	Enhanced Needle Motion Controller	United States	10/242472	09/12/2002	7004406	02/28/2006	05/10/2024
Fuel Injectors	Diagnostic Tool For	United States	10/068190	02/05/2002	6761059	07/13/2004	09/01/2022

Technology / Product	Title	Country	Serial Number	Application Date	Patent Number	Issue Date	Expiration Date
	Electric-Operated Fuel Injectors And Their Drivers						
Fuel Injectors	Fuel Injector Retainer Assembly	United States	10/368724	02/19/2003	6845758	01/25/2005	03/24/2023
Fuel Injectors	System and Method for Calibrating Fuel Injectors an Engine Control System That Calculates Injection Duration by Mathematical Formula	United States	10/039387	10/29/2001	6561164	05/13/2003	10/29/2021
Fuel Injectors	Fuel Injector With Controlled High Pressure Fuel Passage	United States	10/002937	11/15/2001	6868831	03/22/2005	05/12/2021
Fuel Injectors	Double-Acting Two-Stage Hydraulic Control Device	United States	09/570896	05/15/2000	6474304	11/05/2002	05/15/2020
Fuel Injectors	Fuel Injector with Actuation Pressure Delay Device	United States	09/553002	04/19/2000	6286483	09/11/2001	04/19/2020