

FORM 3

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

OMB APPROVAL

OMB Number: 3235-0104
Expires: November 30, 2011
Estimated average burden hours per response... 0.5

INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934,
Section 17(a) of the Public Utility Holding Company Act of 1935 or
Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *			2. Date of Event Requiring Statement (Month/Day/Year)		3. Issuer Name and Ticker or Trading Symbol	
APPEL PETER A			11/21/2013		Ideal Power Inc. [IPWR]	
(Last)	(First)	(Middle)	4. Relationship of Reporting Person(s) to Issuer			5. If Amendment, Date Original Filed(Month/Day/Year)
77 OREGON ROAD			(Check all applicable)			6. Individual or Joint/Group Filing(Check Applicable Line)
(Street)			<input type="checkbox"/> Director <input checked="" type="checkbox"/> 10% Owner <input type="checkbox"/> Officer (give title below) <input type="checkbox"/> Other (specify below)			
BEDFORD CORNERS, NY 10549						<input type="checkbox"/> Form filed by One Reporting Person
(City) (State) (Zip)						<input type="checkbox"/> Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

SEC 1473 (7-02)

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form of Derivative Security: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			
Senior Secured Convertible Promissory Note	(1)	(2)	Common Stock	29,124 (12)	\$ (4) (11)	D	
Senior Secured Convertible Promissory Note	(1)	(2)	Common Stock	472,196 (12)	\$ (4) (11)	D	
Senior Secured Convertible Promissory Note	(1)	(3)	Common Stock	79,361 (12)	\$ (4) (11)	D	
Warrant to Purchase Common Stock	(5)	(7)	Common Stock	28,767	\$ (9) (11)	D	
Warrant to Purchase Common Stock	(5)	(7)	Common Stock	233,728	\$ (9) (11)	D	
Warrant to Purchase Common Stock	(6)	(8)	Common Stock	39,554	\$ (10) (11)	D	

Reporting Owners

Reporting Owner Name / Address	Relationships
--------------------------------	---------------

	Director	10% Owner	Officer	Other
APPEL PETER A 77 OREGON ROAD BEDFORD CORNERS, NY 10549		X		

Signatures

Peter Appel		11/22/2013
<small>**Signature of Reporting Person</small>		<small>Date</small>

Explanation of Responses:

- * If the form is filed by more than one reporting person, *see* Instruction 5(b)(v).
- ** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) The senior secured convertible promissory note (the "Note") must be converted in conjunction with the Company's initial public offering. The Note may be converted prior to the Company's initial public offering on a change of control or at the election of the holder.
 - (2) The Note must be paid in full at the earlier of (i) January 6, 2014, (ii) the occurrence of an Event of Default as defined in the Note or (iii) the closing of an initial public offering raising at least \$10 million in gross proceeds ("IPO").
 - (3) The Note must be paid in full at the earlier of (i) July 29, 2014, (ii) the occurrence of an Event of Default as defined in the Note or (iii) the closing of an initial public offering raising at least \$10 million in gross proceeds ("IPO").
If the Note is converted in conjunction with an IPO, the conversion price will be equal to the lower of 0.70 times the IPO price or \$3.48.
 - (4) If the holder elects to convert the Note prior to the IPO or the maturity date, the conversion price will be equal to the lower of 0.70 times the price per share paid by investors in the most recent Private Equity Financing (as defined in the Note) to occur prior to the Calendar Due Date or \$3.48.
 - (5) The warrant may be exercised prior to January 6, 2014 in conjunction with an IPO or a Private Equity Financing. Otherwise, the warrant may not be exercised prior to January 6, 2014.
 - (6) The warrant may be exercised prior to July 29, 2014 in conjunction with an IPO or a Private Equity Financing. Otherwise, the warrant may not be exercised prior to July 29, 2014.
 - (7) The warrant will expire on November 21, 2019 provided, however, if the Company completes an IPO after November 21, 2017 but prior to November 21, 2019, then the expiration date will be extended for an additional five years following the completion of the IPO.
 - (8) The warrant will expire on July 29, 2020 provided, however, if the Company completes an IPO after July 29, 2018 but prior to July 29, 2020, then the expiration date will be extended for an additional five years following the completion of the IPO.
In the event an IPO is completed prior to January 6, 2014, the per-share exercise price will be equal to the lower of 0.70 times the IPO Price or \$3.48. In the event of a Private Equity Financing that occurs prior to January 6, 2014, the per-share exercise price will equal the lower of 0.70 times the Private Equity Financing price or \$3.48; provided, however, that (A) if the Company undertakes first, a Private Equity Financing and secondly, an IPO prior to January 6, 2014 and (B) the Private Equity Financing price is higher than the IPO price, then the per share exercise price will be adjusted to equal the exercise price calculated based on the IPO price. If the Company does not undertake a Private Equity Financing or an IPO prior to January 6, 2014, then the exercise price will be \$3.48 per share.
 - (9) In the event an IPO is completed prior to July 29, 2014, the per-share exercise price will be equal to the lower of 0.70 times the IPO Price or \$3.48. In the event of a Private Equity Financing that occurs prior to July 29, 2014, the per-share exercise price will equal the lower of 0.70 times the Private Equity Financing price or \$3.48; provided, however, that (A) if the Company undertakes first, a Private Equity Financing and secondly, an IPO prior to July 29, 2014 and (B) the Private Equity Financing price is higher than the IPO price, then the per share exercise price will be adjusted to equal the exercise price calculated based on the IPO price. If the Company does not undertake a Private Equity Financing or an IPO prior to July 29, 2014, then the exercise price will be \$3.48 per share.
 - (10) 0.70 times the Private Equity Financing price or \$3.48; provided, however, that (A) if the Company undertakes first, a Private Equity Financing and secondly, an IPO prior to July 29, 2014 and (B) the Private Equity Financing price is higher than the IPO price, then the per share exercise price will be adjusted to equal the exercise price calculated based on the IPO price. If the Company does not undertake a Private Equity Financing or an IPO prior to July 29, 2014, then the exercise price will be \$3.48 per share.
 - (11) Reflects the reverse stock split effected on November 21, 2013.
 - (12) Reflects interest accrued as of November 21, 2013.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *See* Instruction 6 for procedure.

Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.