

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Assignment with Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Jefferson Shingleton	01/07/2005
RECEIVING PARTY DATA	
Name:	PowerLight Corporation
Street Address:	2954 San Pablo Avenue
City:	Berkeley
State/Country:	CALIFORNIA
Postal Code:	94702
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6672018
CORRESPONDENCE DATA	
Fax Number:	(650)712-0263
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-712-0340
Email:	phurley@hmbay.com
Correspondent Name:	James F. Hann, Haynes Beffel & Wolfeld
Address Line 1:	P.O. Box 366
Address Line 4:	Half Moon Bay, CALIFORNIA 94019
NAME OF SUBMITTER:	James F. Hann
Total Attachments: 6	
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CH \$40.00 6672018

**PATENT ASSIGNMENT
(Supplemental)**

THIS PATENT ASSIGNMENT (this "Assignment") is made as of January 1, 2005, by **JEFFERSON SHINGLETON** ("Seller") in favor of **POWERLIGHT CORPORATION** ("Buyer"), a California corporation.

FOR GOOD AND VALUABLE CONSIDERATION, Seller hereby agrees as follows:

- 1) **USPTO**. As used herein, "USPTO" means the United States Patent and Trademark Office.
- 2) **Patent**. As used herein, "Patent" means United States Patent No. 6,672,018 granted by the USPTO to Jefferson Shingleton for "Solar Module Mounting Method and Clip", issue date January 6, 2004.
- 3) **Invention**. As used herein, "Invention" means the invention described in the Patent.
- 4) **Sale and Assignment by Seller**. Seller does hereby sell, assign, transfer and convey unto Buyer the entire right, title and interest:
 - a) in and to the Patent;
 - b) in and to the Invention;
 - c) in and to the application made by Seller to the USPTO for and with respect to the Patent and/or the Invention;
 - d) in and to all rights to apply for foreign patents on the Invention to the International Convention for the Protection of Industrial Property or otherwise; and
 - e) in and to any and all applications filed and any and all patents granted on or with respect to the Invention or any portion thereof with the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications and in and to each and every reissue or extensions of any of said patents.

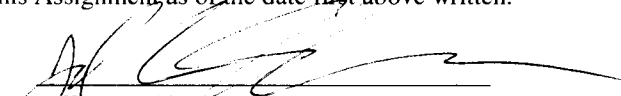
The foregoing assignment is made subject to the Patent Security Agreement in favor of Seller attached hereto, recorded with and made a part of the Assignment.

- 5) **Further Cooperation**. Seller hereby covehants and agrees to cooperate with Buyer to enable Buyer to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by Seller shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by Buyer:
 - a) for perfecting in Buyer the right, title and interest herein conveyed;
 - b) for prosecuting any of said applications;
 - c) for filing and prosecuting substitute, divisional, continuing or additional applications covering either or both of the Inventions or any portion thereof;
 - d) for filing and prosecuting applications for reissuance of the Patent or any other patents issued in the future with respect to the Invention or any part thereof;
 - e) for interference or other priority proceedings involving the Invention or any portion thereof; and
 - f) for legal proceedings involving the Invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions;

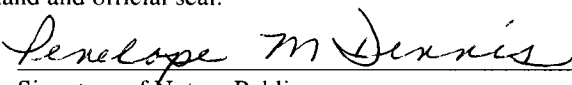
provided, however, that the reasonable expense incurred by Buyer in providing such cooperation shall be paid for by Buyer.

- 6) **Successors and Assigns.** The terms and covenants of this Assignment shall inure to the benefit of Buyer and its successors, assigns and other legal representatives, and shall be binding upon Seller and Seller's heirs, legal representatives and assigns.
- 7) **Conflicting Agreements.** Seller hereby warrants and represents that Seller has not entered and will not enter into any assignment, contract, or understanding in conflict the provisions of this Assignment.

IN WITNESS WHEREOF, Seller has executed this Assignment as of the date first above written.



 Jefferson Shingleton

STATE OF <u>NEW YORK</u>)	
COUNTY OF <u>CAYUGA</u>)	ss
On <u>1/7</u> , 2005, before me, <u>PENELOPE DENNIS</u> , Notary Public for the State of <u>NEW YORK</u> , personally appeared JEFFERSON SHINGLETON,	
<input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence	
<p>PENELOPE M. DENNIS Notary Public, State of New York Qualified in Cayuga County #01DE5044362 My Commission Expires 5/30/20 <u>07</u></p>	to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.
(Place Notary Seal Above) WITNESS my hand and official seal.	
<p> _____ Signature of Notary Public</p>	

**PATENT SECURITY AGREEMENT
(Supplemental)**

This Patent Security Agreement ("Agreement") is made as of January 1, 2005, by and between:

- a) **POWERLIGHT CORPORATION** ("PowerLight"), a California corporation having its principal place of business at 2954 San Pablo Ave., Berkeley, CA 94710; and
- b) **JEFFERSON SHINGLETON** ("Shingleton"), a citizen of the United States, and a resident of Auburn, Cayuga County, State of New York.

RECITALS

- A. PowerLight and Shingleton (along with MaxTracker Services, LLC) are parties to the Technology Agreement (as defined below).
- B. Pursuant to the Technology Agreement, Shingleton has assigned to PowerLight his rights in, to and under the Patent (as defined below), and the Invention (as defined below).
- C. Pursuant to the Technology Agreement, PowerLight is to pay to Shingleton certain royalties and other fees.
- D. PowerLight and Shingleton are entering into this Agreement to provide certain security to Shingleton for the performance by PowerLight of its obligations under the Technology Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, PowerLight and Shingleton herby agree as follows:

- 1) **Defined Terms**. As used herein, the following terms shall have the meanings set forth below:
 - a) **Technology Agreement** means that certain Amended and Restated Technology Assignment and Services Agreement by and among Shingleton, PowerLight and MaxTracker Services, LLC dated as of January 1, 2005, the terms of which are hereby incorporated herein by this reference.
 - b) **Patent** means United States Patent No. 6,672,018 granted by the USPTO to Jefferson Shingleton for "Solar Module Mounting Method and Clip", issue date January 6, 2004.
 - c) **Invention**. As used herein, "Invention" means the invention described in the Patent.
 - d) **Event of Default** has the meaning given to it in the Technology Agreement.
 - e) **Obligations** means the obligations of PowerLight to Shingleton for the payment of royalties and other amounts due or coming due under Article 4 of the Technology Agreement.
- 2) **Grant of Security Interest**. To secure the complete and timely payment by PowerLight of all of the Obligations, PowerLight hereby grants to Shingleton a first security interest in the Patent and the Invention, with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default.
- 3) **Sales by PowerLight**. Notwithstanding the security interest granted in this Agreement and anything to the contrary contained in this Agreement, Shingleton acknowledges and agrees that:
 - a) PowerLight reserves the right to grant licenses in and under the Patent and with respect to the Invention or any part thereof notwithstanding, and free and clear of, the security interest and rights of Shingleton granted hereunder; provided, however, that, in the case of the grant of any such license, PowerLight shall be obligated to pay to Shingleton the amounts set forth in Section 4.2(e) of the Technology Agreement; and
 - b) PowerLight shall have the right sell PV Systems (as defined in the Technology Agreement) making use of the technology covered by the Patent and with respect to the Invention or any part thereof notwithstanding, and free and clear of, the security interest and rights of Shingleton granted hereunder; provided, however, that, in the case of any such sale of PV Systems during the Royalty Term (as defined in the Technology Agreement), PowerLight shall be obligated to pay royalties to Shingleton as provided in Article 4 of the Technology Agreement.
- 4) **Term**. The term of the security interest granted herein shall extend until the earliest to occur of:

- a) the expiration of the Patent,
 - b) the full payment by PowerLight to Shingleton of all of the Obligations; or
 - c) the termination of the Technology Agreement.
- 5) **Release of Security Interest**. This Agreement is made for collateral purposes only. Upon payment in full of all of the Obligations, Shingleton shall execute and deliver to PowerLight all assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in PowerLight full title to the Patent and the Invention.
- 6) **Modification**. This Agreement cannot be altered, amended or modified in any way, except by an amendment signed by PowerLight and Shingleton.
- 7) **Binding Effect**. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their successors and assigns.
- 8) **Further Assurances**. PowerLight shall execute and deliver to Shingleton such further instruments as may be necessary or appropriate to implement the provisions of this Agreement.
- 9) **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California and the laws of the United States of America.

[FIRST SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, PowerLight has duly executed this Agreement as of the date first written above.

PowerLight Corporation,
a California corporation

By: *Daniel S. Shugar*

Name: Daniel S. Shugar

Title: President

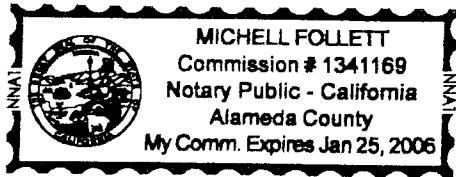
Dated: January 5, 2005

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

On 05 JANUARY, 2005, before me, Michelle Follett, Notary Public for the State of California, personally appeared **DANIEL S. SHUGAR**,

personally known to me
-OR-

proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

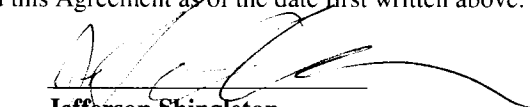
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WITNESS my hand and official seal.

Michelle Follett
Signature of Notary Public

[SECOND SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Shingleton has duly executed this Agreement as of the date first written above.



Jefferson Shingleton

Dated: 1/7, 2005

STATE OF NEW YORK)
COUNTY OF CAYUGA) ss
On 1/7, 2005, before me, PENELOPE DENNIS, Notary Public for the State of NEW YORK, personally appeared **JEFFERSON SHINGLETON**,

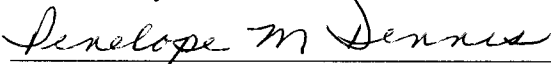
personally known to me
-OR-
___ proved to me on the basis of satisfactory evidence

PENELOPE M. DENNIS
Notary Public, State of New York
Qualified in Cayuga County
#01DE5044362
My Commission Expires 5/30/20 07

(Place Notary Seal Above)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public