2/05/2013



08-10-2004

Agent's Docket No: NSL-034

RJ F

102810244

To the Hon. Commissioner of Patents and Trademarks:

Please record the enclosed copy of an assignment document. Relevant assignment data are as follows:

1. Assignors:

MARTIN R. ROSCHEISEN 611 Buena Vista Avenue West San Francisco, CA 94117

BRIAN M. SAGER 2250 Cornell Street Palo Alto, CA 94306

2. Assignee:

NANOSOLAR, INC.

2440 Embarcadero Way Palo Alto, CA 94303

3. Execution Date of Assignment of Entire Interest in Patent Application:

4130/2004

Execution Date of Declaration for Patent Application:

7/29/2004

4A.Patent Application No.:

10/836,307

File: April 30, 2004

4B. Title: PHOTOVOLTAIC THIN-FILM CELL PRODUCED FROM METALLIC BLEND USING HIGH-TEMPERATURE PRINTING

4C.Patent Number:

Not Assigned

5. Correspondence address:

Joshua D. Isenberg JDI PATENT 204 Castro Lane Fremont, CA 94539

Total Number of applications and Patents involved:

7. Total fee (37 CFR 3.41): \$40

Statement and signature:

To the best of my knowledge and belief, the information contained herein is true and correct, and any attached copy is a true copy of the original document.

Joshua D. Isenberg

Reg. No. 41,088 telephone: (510) 896-8328

Date: 8/4/2004

Total number of pages including cover sheet, attachments, and document:

8/06/2004 MAHMED1 00000054 10836307

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40.00 BP

PATENT REEL: 015650 FRAME: 0132

ASSIGNMENT

THIS ASSIGNMENT, by MARTIN R. ROSCHEISEN and BRIAN M. SAGER

(hereinafter referred to as the Assignors), residing at SAN FRANCISCO, CALIFORNIA and PALO ALTO, CALIFORNIA respectively, witnesseth:

WHEREAS, said Assignor has invented certain new and useful improvements in

"PHOTOVOLTAIC THIN-FILM CELL PRODUCED FROM METALLIC BLEND USING HIGH-TEMPERATURE PRINTING"

for which application for Letters Patent Serial No. 10/836,307 was filed on April 30, 2004.

WHEREAS,

NANOSOLAR, INC.

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of CALIFORNIA, PALO ALTO, CALIFORNIA 94303, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

- 1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.
- 2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same has not entered into any assignment, contract or understanding in conflict herewith.
- 3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.
- 4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.
- 5. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

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PATENT REEL: 015650 FRAME: 0133 IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the date noted below.

| Date: 7-30-2004 Markin R Roscheic |
|--|
| MARTIN R. ROSCHEISEN |
| State of California)) ss. |
| County of SANTA CLARA |
| On this 30 day of JULY, in the year 2004, before me, ANDREW SELENDGE Notary Public, personally appeared MARTIN FOXMETIES personally known to me (or proved to me on the basis of satisfactory evidence) 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 upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. Notary Signature (SEAL) Notary Signature (SEAL) |
| Date: 7-30-2001 |
| State of California)) ss. |
| County of SANTA CHARA |
| On this 30 day of 300 mersonally appeared span 5 access, personally known to me (or proved to me on the basis of satisfactory evidence) 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 unity open held for which the person acted, executed the instrument. ANDREW J. EVERICE Commission # 144311 Notary Public - Collisions |
| Notary Signature (SEAL) Santa Clara County My Comm. Expires Oct 21, 2007 |

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RECORDED: 08/04/2004

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Assignment

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