

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Contribution and Assumption Agreement

**CONVEYING PARTY DATA**

Name	Execution Date
Pluto Acquisition Company LLC	01/10/2007

**RECEIVING PARTY DATA**

<b>Name:</b>	PowerLight Corporation
<b>Street Address:</b>	2954 San Pablo Avenue
<b>City:</b>	Berkeley
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94702

**PROPERTY NUMBERS Total: 45**

Property Type	Number
Application Number:	11049260
Application Number:	10796299
Application Number:	10796582
Application Number:	10802116
Application Number:	10922117
Application Number:	11140261
Application Number:	11616575
Application Number:	11617109
Application Number:	60821869
Patent Number:	5505788
Patent Number:	5746839
Patent Number:	RE38988
Patent Number:	5316592
Patent Number:	6061978
Patent Number:	D408554

**OP \$1800.00 11049260**

Patent Number:	6148570
Patent Number:	D453727
Patent Number:	D471855
Patent Number:	6702370
Patent Number:	6313394
Patent Number:	6586668
Patent Number:	6295818
Patent Number:	6675580
Patent Number:	D469057
Patent Number:	D469058
Patent Number:	D468684
Patent Number:	D469399
Patent Number:	6570084
Patent Number:	6809253
Patent Number:	6495750
Patent Number:	6534703
Patent Number:	6501013
Patent Number:	6809251
Patent Number:	D510315
Patent Number:	6058930
Patent Number:	6722357
Patent Number:	D511576
Patent Number:	6046399
Patent Number:	6883290
Patent Number:	7178295
Patent Number:	6672018
Patent Number:	7155870
Patent Number:	4886554
Patent Number:	D516017
Patent Number:	D519444

**CORRESPONDENCE DATA**

Fax Number: (650)712-0263

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 650-712-0340

Email: phurley@hmbay.com

Correspondent Name: James F. Hann  
Address Line 1: Haynes Beffel & Wolfeld LLP  
Address Line 2: PO Box 366  
Address Line 4: Half Moon Bay, CALIFORNIA 94019

ATTORNEY DOCKET NUMBER:

PWRL 0114

NAME OF SUBMITTER:

James F. Hann

Total Attachments: 11

source=00003636#page1.tif

source=00003636#page2.tif

source=00003636#page3.tif

source=00003636#page4.tif

source=00003636#page5.tif

source=00003636#page6.tif

source=00003636#page7.tif

source=00003636#page8.tif

source=00003636#page9.tif

source=00003636#page10.tif

source=00003636#page11.tif

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "PLUTO ACQUISITION COMPANY LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE FIRST DAY OF SEPTEMBER, A.D. 2006, AT 7:48 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TENTH DAY OF JANUARY, A.D. 2007, AT 5:25 O'CLOCK P.M.

CERTIFICATE OF CORRECTION, FILED THE SEVENTH DAY OF FEBRUARY, A.D. 2007, AT 7:50 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID SERIES LIMITED LIABILITY COMPANY, "PLUTO ACQUISITION COMPANY LLC".

4214271 8100H

070723703



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5770560

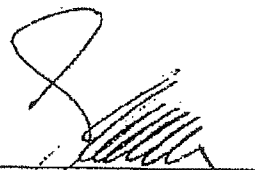
DATE: 06-19-07

PATENT  
REEL: 019466 FRAME: 0004

STATE of DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE of FORMATION

- **First:** The name of the limited liability company is Photo Acquisition Company LLC
- **Second:** The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, DE 19801. The name of its Registered agent at such address is Corporation Trust Company, Corporation Trust Center
- **Third:** (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is \_\_\_\_\_")
- **Fourth:** (Insert any other matters the members determine to include herein.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In Witness Whereof, the undersigned have executed this Certificate of Formation this  
1st day of September, 20 06.

By:   
Authorized Person(s)

Name: Emmanuel T. Hernandez  
Typed or Printed

CERTIFICATE OF MERGER  
OF  
POWERLIGHT CORPORATION,  
A CALIFORNIA CORPORATION,  
INTO  
PLUTO ACQUISITION COMPANY LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

January 10, 2007

Pursuant to Section 18-209 of the Limited Liability Company Act of the State of Delaware (the "*DLLCA*"), the undersigned entities DO HEREBY CERTIFY:

FIRST: That the name and state of organization or incorporation of each of the constituent entities of the merger is as follows:

Name of Entity	State of Organization or Incorporation
PowerLight Corporation	California
Pluto Acquisition Company LLC	Delaware

SECOND: An Agreement and Plan of Merger, dated as of November 15, 2006, as amended (the "*Merger Agreement*"), by and among SunPower Corporation, a Delaware corporation ("*Parent*"), Pluto Acquisition Company LLC, a Delaware limited liability company and a direct wholly owned subsidiary of Parent ("*Merger Sub*"), PowerLight Corporation, a California corporation (the "*Company*"), and Thomas L. DiWoodie, as the representative of certain of the Company's shareholders, has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the requirements of Section 18-209 of the *DLLCA*.

THIRD: The Company shall be merged with and into Merger Sub, and the name of the surviving entity shall be "Pluto Acquisition Company LLC" (the "*Surviving Company*").

FOURTH: The Certificate of Formation of the Surviving Company (the "*Certificate of Formation*") will be that of Merger Sub, and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the *DLLCA*.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Company. The address of the principal place of business of the Surviving Company is 2954 San Pablo Avenue, Berkeley, California 94702.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Company, on request and without cost, to any member or shareholder of any constituent entity.

SEVENTH: This Certificate of Merger shall be effective upon filing.

IN WITNESS WHEREOF, this Certificate of Merger has been executed by the undersigned as of the date first written above.

**PLUTO ACQUISITION COMPANY LLC**  
By: SunPower Corporation, its sole member

By:  \_\_\_\_\_

Name: Emmanuel T. Hernandez  
Title: Chief Financial Officer



State of Delaware  
Certificate of Correction  
of a Limited Liability Company  
to be filed pursuant to Section 18-211(a)

1. The name of the Limited Liability Company is: Pluto Acquisition Company LLC.
2. That a Certificate of Merger was filed by the Secretary of State of Delaware on January 10, 2007, and that said Certificate requires correction as permitted by Section 18-211 of the Limited Liability Company Act.
3. The inaccuracy or defect of said Certificate is: (must give specific reason)  
The attached Exhibit A was inadvertently left off the original filing.
4. The Certificate is hereby corrected to read as follows:  
EIGHTH: Attached hereto is Exhibit A.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 7<sup>th</sup> day of February, A.D. 2007.

By: /Emmanuel T. Hernandez/  
Authorized Person

Name: Emmanuel T. Hernandez, Chief Financial  
Officer of SunPower Corporation, sole  
member of Pluto Acquisition Company LLC

Exhibit A

Contribution and Assumption Agreement

MPI-42768v2

## CONTRIBUTION AND ASSUMPTION AGREEMENT

This CONTRIBUTION AND ASSUMPTION AGREEMENT (this "*Agreement*") is made as of January 10, 2007, by and between Pluto Acquisition Company LLC, a Delaware limited liability company ("*Assignor*"), and PowerLight Corporation, a Delaware corporation and the wholly owned subsidiary of Assignor ("*Assignee*").

### RECITALS

A. Assignor acquired the Contributed Assets (as hereinafter defined) and the Assumed Liabilities (as hereinafter defined) upon the merger of PowerLight Corporation, a California corporation ("*PowerLight*"), with and into Assignor in accordance with that certain Agreement and Plan of Merger, dated as of November 15, 2006, by and among SunPower Corporation, a Delaware corporation, Assignor, PowerLight and Thomas L. Dinwoodie, as the representative of certain of the shareholders of PowerLight, as amended by that certain First Amendment to Agreement and Plan of Merger, dated as of December 21, 2006, and that certain side letter agreement, dated as of January 10, 2007.

B. Assignor desires to contribute and transfer the Contributed Assets to Assignee in full consideration and in exchange for Assignee's assumption of the Assumed Liabilities, pursuant to the terms and provisions of this Agreement.

C. Assignee desires to acquire the Contributed Assets, and in exchange therefor is willing to assume the Assumed Liabilities, pursuant to the terms and provisions of this Agreement.

### AGREEMENT

In consideration of the representations, warranties, covenants and other agreements in this Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Contribution of Assets. Subject to Section 4, concurrently with the execution of this Agreement, Assignor hereby contributes, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, forever, all of Assignor's right, title and interest in and to all of its rights, properties and assets of Assignor (the "*Contributed Assets*"), free and clear of all liens, encumbrances or other claims.

2. Assumption of Liabilities. Concurrently with the execution of this Agreement, Assignor hereby contributes, assigns, transfers, conveys, delivers and delegates to Assignee, and Assignee hereby assumes and agrees to pay, perform and discharge all of the Assignor's obligations and liabilities (collectively, the "*Assumed Liabilities*").

3. Assigned Contracts. Subject to Section 4, Assignor hereby sells, assigns, transfers and delegates all of its contracts to Assignee, and Assignee hereby assumes and agrees to pay, perform and discharge all obligations under such contracts as they become due.

4. Nonassignable Contracts and Authorizations. To the extent that the assignment of any of Assignor's contracts or licenses, permits or similar authorizations issued by any governmental or regulatory authority or any third party shall require the consent of any other party thereto, or shall be subject to any option in any other person by virtue of a request for permission to assign or transfer or by reason of or pursuant to any transfer to Assignee, this Agreement shall not constitute a contract to assign

the same to the extent that an attempted assignment would (a) constitute a breach thereof, or (b) create rights in others not desired by Assignee.

5. Further Assurances.

- a. From time to time after the date hereof, Assignor shall, at the request of Assignee and without further cost or expense to Assignee, prepare, execute and deliver or cause to be prepared, executed and delivered, to Assignee such other instruments of conveyance and transfer and take such other action as Assignee may reasonably request so as more effectively to contribute, transfer, assign and deliver and vest in Assignee title to and possession of the Contributed Assets as provided in this Agreement or otherwise to consummate the transactions contemplated by this Agreement.
- b. From time to time after the date hereof, Assignee shall, at the request of Assignor and without further cost or expense to Assignor, prepare, execute and deliver to Assignor such other instruments of assumption, conveyance or transfer, as the case may be, and take such other action as Assignor may reasonably request:
  - (i) to effect Assignee's assumption of the Assumed Liabilities or otherwise to consummate the transactions contemplated by this Agreement; or
  - (ii) otherwise to consummate the transactions contemplated by this Agreement.

6. Bulk Transfer Laws. Assignee hereby waives compliance by Assignor with any laws relating to bulk transfers that may be applicable in connection with the transfer of the Contributed Assets to Assignee.

7. Transfer Taxes. Assignee shall be solely responsible for any transfer, conveyance or similar taxes, assessments or charges payable in connection with the transactions contemplated herein.

8. Effect/Integration/Governing Law/Venue. This Agreement contains the entire agreement by and between the parties hereto, superseding any and all prior agreements between the parties, written or oral, affecting the Contributed Assets and the Assumed Liabilities. Invalidity of any portion or provision of this Agreement shall not invalidate any other portion or provision of this Agreement and the balance of the same shall continue in full force and effect. The Agreement shall be deemed made in and shall be governed by the laws of the State of California.

9. Waivers. Either party may waive in writing compliance by the other party with any of the terms contained in this Agreement (except such, if any, as may be imposed by law). Any waiver by either party of any breach of, or failure to comply with, any provision of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

10. Assignment. This Agreement and the rights and duties hereunder shall be binding upon and inure to the benefit of the successors and permitted assigns of each of the parties to this Agreement. The rights and obligations of the parties hereunder may not be assigned without the prior written consent of the other party hereto.

11. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party hereto. Upon any such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible.

12. Modification and Amendment. No modification, amendment or deletion affecting this Agreement shall be binding unless in writing and executed by each of the parties hereto.

13. Notice. Unless otherwise specifically provided herein, all notices required or called for to be given pursuant to this Agreement shall be deemed given either (a) when sent by overnight mail or by regular mail/return receipt requested, (b) when actually delivered by hand, or (c) when sent by facsimile supported by written confirmation of correct transmission, to the following addresses:

If to Assignor: Pluto Acquisition Company LLC  
3939 North First Street  
San Jose, California 95134  
Attention:  
Facsimile No.:  
Telephone No.:

If to Assignee: PowerLight Corporation  
2954 San Pablo Avenue  
Berkeley, California 94702  
Attention:  
Facsimile No.:  
Telephone No.:

14. Captions/Paragraph Headings. All paragraph headings employed in this Agreement are for convenience only and shall not be construed to modify, interpret, expand or contract any of the terms of this Agreement.

15. Counterparts. This Agreement may be executed in one or more counterparts by the parties hereto, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

16. No Third Party Rights. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties to the Agreement, any rights or remedies under or by reason of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Contribution and Assumption Agreement as of the day and year first above written.

**FLUTO ACQUISITION COMPANY LLC**  
By SunPower Corporation, its sole member

By: 

Name: Emmanuel T. Hernandez  
Title: Chief Financial Officer

**POWERLIGHT CORPORATION**

By: 

Name: Richard Swanson  
Title: President