PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Arise Technologies Deutschland GmbH	06/02/2008

RECEIVING PARTY DATA

Name:	Commerzbank Aktiengesellschaft
Street Address:	Ness 7--9
Internal Address:	Center of Competence Renewable Energies
City:	Hamburg
State/Country:	GERMANY
Postal Code:	20547

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5039376

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Total Attachments: 19
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT is made as of **June 02, 2008**, between **ARISE Technologies Corporation** (the "**Guarantor**") and **Commerzbank Aktiengesellschaft** (the "**Lender**").

WHEREAS:

A. ARISE Technologies Deutschland GmbH (the "**Borrower**") is or may become, indebted or liable to the Lender pursuant to: (a) the €12,550,000 credit agreement dated 11 September 2007 between the Borrower and the Lender, (b) the €15,000,000 Credit agreement dated 11 September 2007 between the Borrower and the Lender, (c) the €9,500,000 credit agreement dated 11 September 2007 between the Borrower and the Lender and (d) the €10,000,000 credit agreement dated 11 September 2007 between the Borrower and the Lender, including without limitation the "Special Loan Conditions", the Conditions for Guarantee Business" and the "General Business Conditions" agreed between the Lender and the Borrower and incorporated in the aforementioned credit agreements (collectively, the "**Credit Agreement**").

B. Pursuant to the terms of the Credit Agreement, the Guarantor has executed as of September 11, 2007 an absolute guarantee up to a maximum amount of €50,000,000 in favour of the Lender (the "**Guarantee**", and together with the Credit Agreement and this Agreement, the "**Finance Documents**").

C. The Guarantor is the owner of certain rights to certain Intellectual Property (as hereinafter defined) used in the Guarantor's photovoltaic cells business.

D. To secure the obligations of the Borrower under the Credit Agreement, the Guarantor has agreed to grant a security interest in all of its right, title, interest and benefit in, to, under and in respect of the Intellectual Property (as defined below) to the Lender, on the terms and conditions set forth below.

E. The Guarantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), the Guarantor covenants, agrees and declares with and in favour of the Lender as follows:

ARTICLE 1- INTERPRETATION

1.1 Definitions. In this Agreement and any Schedule hereto, unless there is something in the subject matter or text inconsistent therewith or unless the context otherwise specifies or requires, capitalized terms shall have the meanings set forth below:

"**Agreement**" means this Agreement, including the Schedules hereto, as the same may be amended, varied, supplemented, restated, renewed or replaced at any time and from time to time.

"**Business Day**" means a day other than a Saturday, Sunday or any day on which commercial banks in New York City are authorized or required by law to remain closed.

"**Default**" has the meaning described in Section 7.1 of this Agreement.

"**Intellectual Property**" has the meaning described in Section 2.1 of this Agreement.

"**Lien**" means any security interest, lien, mortgage, pledge, encumbrance, charge, assignment, hypothecation, adverse claim, claim, or restriction on assignment, transfer or pledge or any other arrangement having the effect of conferring security.

"**Obligations**" means in respect of the Borrower all present and future obligations of any kind which the Borrower has from time to time incurred or may incur or be under to the Lender pursuant to the Credit Agreement.

"**Person**" means any natural person or artificial body (including among others any firm, corporation or government).

"**Receiver**" means a receiver or a receiver and manager.

"**Security Period**" means the period beginning on the date of this Agreement and ending on the date on which all the Obligations have been indefeasibly, unconditionally and irrevocably paid and discharged in full (other than the indemnities described herein and in any other Finance Document, in each case which are not then due and payable). The Security Period will be extended to take into account any extension or reinstatement of this Agreement under Clause 2.2. Furthermore, if the Lender considers, based on the written advice of external legal counsel, that an amount paid to it under a Finance Document is capable of being avoided or otherwise set aside on the bankruptcy, liquidation, insolvency or administration of the payer or otherwise then that amount will not be considered to have been irrevocably paid for the purposes of this Agreement.

"**UCC**" means the Uniform Commercial Code as in effect on the date of this Agreement in the State of New York.

1.2 **Interpretation Not Affected by Headings, etc.** Grammatical variations of any terms defined herein have similar meanings; words (including defined terms) importing the singular shall include the plural and vice versa; and words importing gender shall include the masculine, feminine and neuter genders. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 **Severability.** If any covenant, obligation or agreement contained in this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, including section 5-1401 of the New York General Obligations Law, but excluding any other conflict of law rules that would be lead to the application of the law of any other jurisdiction, and the laws of the United States applicable therein. If the law of a jurisdiction other than New York is, under section 1-105(2) of the UCC, mandatorily applicable to the perfection, priority or enforcement of any security interest granted under this Agreement in respect of any particular Intellectual Property, that other law shall apply solely to the matters of perfection, priority or enforcement to which it is mandatorily applicable.

1.5 **Enforcement.** Without prejudice to the ability of the Lender to enforce this Agreement in any other proper jurisdiction, the Guarantor hereby submits and attorns to the non-exclusive jurisdiction of the courts of the State of New York and Federal courts sitting in the State of New York for the purpose of all proceedings relating to this Agreement. The Guarantor waives objection to the courts of the State of New York and Federal courts sitting in the State of New York on grounds of personal jurisdiction, inconvenient forum or otherwise as regards proceedings in connection with this Agreement and agrees that a judgment or order of an such court is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction. Nothing in this Section limits the right of the Lender to bring proceedings against the Guarantor in connection with this Agreement in any other court of competent jurisdiction or concurrently in more than one jurisdiction.

1.6 **Successors and Assigns.** This Agreement shall extend and enure to the benefit of the Lender and its successors and permitted assigns and shall be binding upon the Guarantor and its successors and permitted assigns. The benefits and/or obligations of the Guarantor hereunder, including without limitation those relating to the Intellectual Property, shall not be assigned, transferred or delegated without the prior written consent of the Lender, and any purported assignment, transfer or delegation in violation of this provisions shall be null and void. This Agreement shall not be assigned, transferred or delegated by the Lender except in connection with an assignment of the Credit Agreement in accordance with the terms thereof. The Guarantor waives and will not assert against any assignee of the Lender any claims, defenses or set-offs which the Guarantor could assert against the Lender except for defenses which cannot be waived under applicable law.

ARTICLE 2- SECURITY ETC.

2.1 **Security.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due performance of all of the Obligations, the Guarantor grants to the Lender a security interest in, all of its right, title and interest in and in respect of the following property (collectively, the "**Intellectual Property**"):

(a) all patents listed on Schedule A hereto, any applications for registration pertaining to any patents or inventions listed on Schedule A hereto, any patents issuing from such patent applications, and all disclosures, inventions, provisionals, reissues, continuations, continuations-in-part, divisionals, extensions, re-examinations, foreign counterparts, and improvements thereto; and

(b) all proceeds of, and rights associated with, the foregoing, including any licenses and other general intangibles, royalties, fees, income, payments, and any claim by the Guarantor against third parties for the past, present or future infringement or violation of any of the rights described in clause (a) and all rights corresponding thereto throughout the world and any damages or proceeds thereto.

2.2 **General**. All the Security created under this Agreement: is continuing security for the irrevocable and indefeasible payment in full of the Obligations, regardless of any intermediate payment or discharge in whole or in part; and is in addition to, and not in any way prejudiced by, any other security now or subsequently held by the Lender. If, at any time for any reason (including the bankruptcy, insolvency, receivership, reorganization, dissolution or liquidation of the Guarantor or the appointment of any receiver, intervenor or conservator of, or agent or similar official for, the Guarantor or any of their respective properties), any payment received by the Lender in respect of the Obligations is rescinded or avoided or must otherwise be restored or returned by the Lender, that payment will not be considered to have been made for purposes of this Agreement, and this Agreement will continue to be effective or will be reinstated, if necessary, as if that payment had not been made. This Agreement is enforceable against the Guarantor to the maximum extent permitted by the fraudulent transfer laws.

ARTICLE 3- PERFECTION AND FURTHER ASSURANCES

3.1 **General Perfection**. The Guarantor must take, at its own expense, promptly, and in any event within any applicable time limit, whatever action is necessary, and any action which the Lender may reasonably require, to ensure that this Security is as of the date of this Agreement, and will continue to be until the end of the Security Period, a validly created, attached, enforceable and perfected first priority continuing security interest in the Intellectual Property, in the United States of America and in each State thereof, and in Canada and in any other jurisdictions in which Intellectual Property should arise, securing payment and performance of the Obligations. This includes the giving of any notice, order or direction, the making of any filing or registration, the passing of any resolution and the execution and delivery of any documents or agreements which the Lender may think expedient.

3.2 **Filing of Financing Statements**. The Guarantor authorizes the Lender to prepare and file, at the Guarantor's expense: financing statements and intellectual property security agreements describing the Intellectual Property; continuation statements; and any amendment in respect of those statements or agreements. The Guarantor is obliged to file and register this Agreement with the United States Patent and Trademark Office.

3.3 **Further Assurances.** (a) The Guarantor must take, at its own expense, promptly, and in any event within any applicable time limit, whatever action the Lender may reasonably require for: (i) creating, attaching, perfecting and protecting, and maintaining the priority of, any security interest intended to be created by this Agreement; (ii) following a Default under this Agreement, facilitating the enforcement of this Security or the exercise of any right, power or discretion exercisable by the Lender or any of its delegates or sub-delegates in respect of any Intellectual Property; and (iii) facilitating the assignment or transfer of any rights and/or obligations of the Lender under this Agreement. This includes the execution and delivery of any transfer, assignment or other agreement or document, whether to the Lender or its nominee, which the Lender may think expedient acting reasonably in connection with the foregoing. (b) The Guarantor irrevocably constitutes and appoints the Lender, with full power of substitution, as the Guarantor's true and lawful attorney-in-fact, in the Guarantor's name or in the Lender's name or otherwise, and at the Guarantor's expense, to take any of the actions referred to in paragraph (a) above without notice to or the consent of the Guarantor. The Lender shall only utilize this power of attorney to facilitate the enforcement of this Security when this Security has become enforceable in accordance with Article 7 (Default). This power of attorney is a power coupled with an interest and cannot be revoked. The Guarantor, upon request of the Lender, shall promptly ratify and confirm all actions taken by the Lender or its agents under this power of attorney.

ARTICLE 4—SURETYSHIP PROVISIONS

4.1 **Nature of Guarantor's Obligations.** The Guarantor's obligations under this Agreement are independent of any obligation of the Borrower or any other person. A separate action or actions may be brought and prosecuted against the Guarantor under this Agreement. The Lender may enforce its rights under this Agreement, whether or not any action is brought or prosecuted against the Borrower or any other person and whether or not the Borrower or any other person is joined in any action under this Agreement.

4.2 **Waiver of Defenses.** The obligations of the Guarantor under this Agreement will not be affected by, and the Guarantor irrevocably waives, to the extent permitted by applicable law, any defense it might have by virtue of, any act, omission, matter or thing which, but for this Section, would reduce, release or prejudice any of its obligations under this Agreement (whether or not known to the Guarantor, the Borrower or the Lender). This includes:

(a) any time, forbearance, extension or waiver granted to, or composition or compromise with, another person;

(b) any taking, variation, compromise, exchange, renewal or release of, or any refusal or failure to perfect or enforce, any rights against, or security over assets of, any person;

(c) any non presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realize the full value of any security;

(d) any disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any person;

(e) any amendment, restatement or novation (however fundamental) of a Finance Document or any other document, guaranty or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document, guaranty or security, the intent of the parties being that the Lender's security interest in the Intellectual Property and the Guarantor's obligations under this Agreement are to remain in full force and be construed accordingly, as if there were no unenforceability, illegality or invalidity;

(g) any avoidance, postponement, discharge, reduction, non provability or other similar circumstance affecting any obligation of the Borrower or Guarantor under a Finance Document resulting from any bankruptcy, insolvency, receivership, liquidation or dissolution proceedings or from any law, regulation or order so that each such obligation is for the purposes of the Guarantor's obligations under this Agreement construed as if there were no such circumstance; or

(h) the acceptance or taking of other guaranties or security for the Obligations, or the settlement, release or substitution of any guaranty or security or of any endorser, guarantor or other obligor in respect of the Obligations.

The Guarantor unconditionally and irrevocably waives (to the extent permitted by applicable law):

(a) diligence, presentment, demand for performance, notice of non-performance, protest, notice of protest, notice of dishonor, notice of the creation or incurring of new or additional indebtedness of the Borrower to the Lender, notice of acceptance of this Agreement, and notices of any other kind whatsoever;

(b) the filing of any claim with any court in the event of a receivership, insolvency or bankruptcy;

(c) the benefit of any statute of limitations affecting the Borrower's or the Guarantor's obligations under the Finance Documents or the Guarantor's obligations under this Agreement or the enforcement of this Agreement or the Lender's security interest in the Intellectual Property; and

(d) any offset or counterclaim or other right, defense, or claim based on, or in the nature of, any obligation now or later owed to the Guarantor by the Borrower or the Lender.

The Guarantor irrevocably and unconditionally authorizes the Lender to take any action in respect of the Obligations or any collateral or guaranties securing them or any other action that might otherwise be deemed a legal or equitable discharge of a surety, without notice to or the consent of the Guarantor and irrespective of any change in the financial condition of the Guarantor or the Borrower.

4.3 **Immediate Recourse.** The Guarantor waives (to the extent permitted by applicable law), any right it may have of first requiring the Lender (or any trustee or agent on their behalf) to proceed against or enforce any other rights, security or other guaranty or claim payment from any person before claiming from the Guarantor under this Agreement and enforcing the Lender's security interest in the Intellectual Property.

4.4 **Appropriations.** Until the expiry of the Security Period, the Lender (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security, guaranties or rights held or received by it in respect of the Obligations;

(b) apply and enforce them in such manner and order as it sees fit (whether against the Obligations or otherwise); and

(c) hold in a suspense account any moneys received from any realization of the Intellectual Property, from the Guarantor or on account of the Guarantor's liability under this Agreement or any other Finance Document, without liability to pay interest on those moneys.

4.5 **Non Competition.** Unless the Security Period has expired or the Lender otherwise directs in writing, the Guarantor will not, after a claim has been made by the Lender against the Guarantor or the Borrower, or by virtue of any payment or performance by the Guarantor under this Agreement:

(a) be subrogated to any rights, security or moneys held, received or receivable by the Lender (or any trustee or agent on their behalf);

(b) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Guarantor's liability under this Agreement or any other Finance Document;

(c) claim, rank, prove or vote as a creditor of the Borrower or its estate in competition with the Lender (or any trustee or agent on their behalf); or

(d) receive, claim or have the benefit of any payment, distribution or security from or on account of the Borrower, or exercise any right of set off as against the Borrower.

The Guarantor must hold in trust for and immediately pay or transfer to the Lender any payment or distribution or benefit of security received by it contrary to this Section.

4.6 **Waiver of Subrogation.** Notwithstanding any provision to the contrary in any guaranty given by the Guarantor in respect of the Obligations, the Guarantor:

(a) irrevocably and unconditionally waives (to the extent permitted by applicable law), for the benefit of the Lender; and

(b) agrees not to claim or assert after the Lender has exercised its rights under Article 7 (Default),

any right of subrogation, contribution or indemnity it may have against the Borrower as a result of any payment under that guaranty or in respect of the Obligations.

4.7 **Election of Remedies.** The Guarantor understands that the exercise by the Lender of certain rights and remedies contained in the Finance Documents may affect or eliminate the Guarantor's right of subrogation and reimbursement against the Borrower and that the Guarantor may therefore incur a partially or totally non-reimbursable liability under this Agreement. The Guarantor expressly authorizes the Lender to pursue its rights and remedies with respect to the Obligations in any order or fashion they deem appropriate, in their sole and absolute discretion. The Guarantor waives (to the extent permitted by applicable law) any defense arising out of the absence, impairment, or loss of any or all rights of recourse, reimbursement, contribution, or subrogation or any other rights or remedies of the Guarantor against the Borrower, any other person or any security, whether resulting from any election of rights or remedies by the Lender, or otherwise.

4.8 **Information Concerning the Borrower.** The Guarantor represents and warrants to the Lender that the Guarantor is affiliated with the Borrower or is otherwise in a position to have access to all relevant information bearing on the present and continuing creditworthiness of the Borrower and the risk that the Borrower will be unable to pay the Obligations when due. The Guarantor waives any requirement that the Lender advise the Guarantor of information known to the Lender regarding the financial condition or business of the Borrower, or any other circumstance bearing on the risk of non performance of the Obligations. The Guarantor assumes sole responsibility for keeping itself informed of the financial condition and business of the Borrower.

ARTICLE 5—REPRESENTATIONS AND WARRANTIES

5.1 **Representations and Warranties.** The representations and warranties set out in this Article are made by the Guarantor to the Lender.

5.2 **The Guarantor.** The Guarantor is organized under the laws of Canada. The Guarantor's exact legal name, as it appears in the public records of its jurisdiction of incorporation or organization, is ARISE Technologies Corporation. The Guarantor has not changed its name, whether by amendment of its organizational documents, reorganization, merger or otherwise, within the past five years. The Guarantor's organizational identification number, as issued by its jurisdiction of organization is 417561-1. As of the date of this Agreement, its chief executive office is located at 65 Northland Road, Waterloo, Ontario N2V 1Y8. The only other location of the chief executive office of the Guarantor within the last five years was 321 Shoemaker Street, Kitchener, Ontario N2B 3B3.

5.3 **The Intellectual Property.** The Guarantor is the sole legal and beneficial owner of, and has, to the extent permitted under United States patent law and Canadian patent law, the power to transfer and grant a security interest in, the Intellectual Property; none of the Intellectual Property is subject to any lien other than the Lender's security interest; the Guarantor has not agreed or committed to sell, assign, pledge, transfer, license, lease or encumber any of the Intellectual Property, or granted any option, warrant or right with respect to any of the Intellectual Property except (i) a license to NexxDigm Technologies Inc. with respect to the exclusive use of the Intellectual Property for certain non-photo voltaic applications, granted pursuant to an Asset Purchase Agreement dated as of May 14, 2002, among Nazir P. Kherani, Stefan Zukotynsky and the Guarantor and (ii) a license to ARISE Technologies Deutschland GmbH ("ARISE Germany") for the use of the Intellectual Property for solar photovoltaic applications, granted pursuant to a License Agreement dated as of April 1, 2008 between the Guarantor and Arise Germany; and no effective mortgage, deed of trust, financing statement, security agreement or other instrument similar in effect is on file or of record with respect to any Intellectual Property, except for those that create, perfect or evidence the Lender's security interest.

Each registration included in the Intellectual Property is to the best of its knowledge valid; not subject to cancellation under the federal patent laws of the United States, the rules, regulations and procedures of the United States Patent and Trademark Office and in full force and effect.

No litigation, arbitration or administrative proceedings are current or pending or, to its knowledge, threatened, involving or affecting the Intellectual Property, and none of the Intellectual Property is subject to any order, writ, injunction, execution or attachment.

5.4 **No Liability.** The Guarantor's rights, interests, liabilities and obligations under contractual obligations that constitute part of the Intellectual Property are not affected by this Agreement or the exercise by the Lender of its rights under this Agreement; the Lender, unless it expressly agrees in writing, will not have any liabilities or obligations under any contractual obligation that constitutes part of the Intellectual Property as a result of this Agreement, the exercise of its rights under this Agreement or otherwise; and the Lender does not nor will it have any obligation to collect upon or enforce any contractual obligation or claim that constitutes part of the Intellectual Property, or to take any other action with respect to the Intellectual Property.

5.5 **Consideration and Solvency.** Terms used in this Section have the meanings given to them in, and must be construed in accordance with, the fraudulent transfer laws.

(a) The Guarantor will receive valuable direct and indirect benefits as a result of the transactions financed by the Loans and these benefits constitute "reasonably equivalent value" and "fair consideration" as those terms are used in the fraudulent transfer laws.

(b) The sum of the Guarantor's debts (including its obligations under this Agreement) is less than the value of its property (calculated at the lesser of fair valuation and present fair saleable value).

(d) must not waive, amend or terminate, in whole or in part, any accessory or ancillary right or other right in respect of any Intellectual Property; and

(e) must not take any action which would result in a material reduction in the value of any Intellectual Property. In the event that the Guarantor grants other licenses of Photo Voltaic Technologie to third parties, it shall ensure that the license granted to ARISE Germany is not impaired by such grant. The Gurantor and Arise Germany will inform Commerzbank AG of any other license of Photo Voltaic Technology to be granted to third parties and Commerzbank AG shall have the right to review any license agreement .

Upon:

(a) the Guarantor obtaining an interest in any Intellectual Property; or

(b) the Guarantor or any of its respective agents, employees, designees or licensees filing an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the Canadian Intellectual Property Office or any similar office or agency or in any political subdivision thereof or in any other jurisdiction,

the Guarantor will promptly (and in any event within 60 days) execute and deliver to the Lender:

(i) a Intellectual Property Security Agreement substantially in the form of this Agreement; and

(ii) any other document reasonably required to acknowledge, register or perfect the Lender's security interest in such Intellectual Property.

The Guarantor must pay when due (and in any case before any penalties are assessed or any Lien is imposed on any Intellectual Property) all taxes, assessments and charges imposed on or in respect of Intellectual Property and all claims against the Intellectual Property.

In any suit, legal action, arbitration or other proceeding involving the Intellectual Property or the Lender's security interest, the Guarantor must take all lawful action to avoid impairment of the Lender's security interest or the Lender's rights under this Agreement or the imposition of a Lien on any Intellectual Property.

6.4 Notices. The Guarantor must give the Lender prompt notice of the occurrence of any of the following events:

(a) any pending or threatened claim, suit, legal action, arbitration or other proceeding involving or affecting the Guarantor or any Intellectual Property which could reasonably be expected to impair the Lender's security interest or the Lender's rights under this Agreement or result in the imposition of a Lien on any Intellectual Property; and

(b) if it knows, or has reason to know, that any application or registration relating to any of the Intellectual Property may become abandoned or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or any court) regarding the Guarantor's ownership of any of the Intellectual Property, its right to register the same or to keep and maintain and enforce the same.

Each notice delivered under this Clause, must include:

(a) reasonable details about the event; and

(b) the Guarantor's proposed course of action.

Delivery of a notice under this Section does not affect the Guarantor's obligations to comply with any other term of this Agreement.

ARTICLE 7– DEFAULT

7.1 **Default.** In the event the Borrower fails to satisfy any of its Obligations under the Credit Agreement in a timely manner, including without limitation those Obligations referenced in provisions related to termination with cause (*Kündigung aus wichtigem Grund*), such event shall be a "**Default**" under this Agreement.

7.2 **Rights upon Default.** Upon Default, the Lender and a Receiver, as applicable, will, to the extent permitted by law, have the following rights:

(a) **Appointment of Receiver.** The Lender may by instrument in writing appoint any Person as a Receiver of all or any part of the Intellectual Property. The Lender may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by the Lender will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Guarantor's agent. The Lender may from time to time fix the Receiver's remuneration and the Guarantor will pay the Lender the amount of such remuneration. The Lender will not be liable to the Guarantor or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.

(b) **Dealings with the Intellectual Property.** The Lender or a Receiver may take possession of all or any part of the Intellectual Property and retain it for as long as the Lender or the Receiver considers appropriate, receive any fees and profits from the Intellectual Property, borrow on the security of the Intellectual Property, repair the Intellectual Property, process the Intellectual Property, prepare the Intellectual Property for sale, license or other disposition, and sell or license (or concur in selling or licensing) or otherwise dispose of the Intellectual Property on such terms and conditions (including among other things by arrangement providing for deferred payment) as the Lender or the Receiver considers appropriate. The Lender or the Receiver may (without charge and to the exclusion of all other Persons including the Guarantor) enter upon any location where the Guarantor carries on business or where any of the Intellectual Property is located. The Guarantor bears the risk of loss, damage, diminution in value, or destruction of the Intellectual Property.

(c) **Realization.** The Lender or a Receiver may use, sell, license or otherwise dispose of, realize upon, release to the Guarantor or other Persons and otherwise deal with, the Intellectual Property in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as the Lender or the Receiver considers appropriate. The Lender or the Receiver may make any sale, license or other disposition of the Intellectual Property in the name of and on behalf of the Guarantor or otherwise. The Guarantor agrees that 10 days notice shall constitute reasonable notice in connection with any sale, transfer or other disposition of Intellectual Property in accordance with section 9-612 of the UCC. The sale, transfer or other disposition under this Agreement of any right, title, or interest of the Guarantor in the Intellectual Property will operate to divest the Guarantor permanently and all persons claiming under or through the Guarantor of that right, title or interest; and be a perpetual bar, both at law and in equity to any claims by the Guarantor, with respect to the Intellectual Property.

(d) **Application of Proceeds After Default.** All Proceeds of Intellectual Property received by the Lender or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration and other expenses of enforcing the Lender's rights under this Agreement), charges, borrowings, taxes and other outgoings affecting the Intellectual Property or which are considered advisable by the Lender or the Receiver to preserve, repair, process, maintain or enhance the Intellectual Property or prepare it for sale, license or other disposition, or to sell, license or otherwise dispose of the Intellectual Property. The balance of such proceeds will be applied to the Obligations in such manner and at such times as the Lender considers appropriate and thereafter will be accounted for as required by law.

7.3 **Other Legal Rights.** Before and after Default, the Lender will have, in addition to the rights specifically provided in this Agreement, the rights of a secured party under the *Personal Property Security Act* (Ontario), as well any rights and remedies available to the Lender under applicable law and under the UCC (whether or not the UCC applies to the affected Intellectual Property and regardless of whether or not the UCC is the law of the jurisdiction where the rights or remedies are asserted) as if those rights and remedies were set forth in this Agreement in full. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.

7.4 **Deficiency.** Subject to the limitations set out in the Guarantee, the Guarantor will remain liable to the Lender for payment of any Obligations that are outstanding following realization of all or any part of the Intellectual Property.

ARTICLE 8- GENERAL

8.1 **Termination of this Agreement.** Upon satisfaction of all of the Obligations, this Agreement shall be and become fully ended and terminated and all right, title and interest in and in respect of the Intellectual Property secured by the Guarantor hereunder shall be released and all covenants and agreements of the Guarantor hereunder shall be at an end and the Lender shall, upon the written request of the Guarantor and at the expense of the Guarantor, execute such instruments and other documents and give such notifications or assurances as may be necessary to fully release, cancel and discharge this Agreement in the circumstances.

8.2 **Rights and Remedies Cumulative.** The rights or remedies given to the Lender hereunder shall be cumulative of and not substituted for any rights or remedies to which Lender may be entitled under the Credit Agreement, or any other agreement or security provided to the Lender in connection with the Credit Agreement or with respect to the Obligations, or under statute or at law and may be exercised whether or not the Lender has pursued or is then pursuing any other such rights and remedies.

8.3 **Further Assurances.** The Guarantor shall do, perform, execute and deliver all acts, deeds, documents and assurances as may be necessary from time to time to give full force and effect to the intent of this Agreement; including, without limitation, the delivery of any additional security documents to further or better provide for a security interest in favour of the Lender in all intellectual property rights which the Guarantor may hold from time to time.

8.4 **Expenses and Indemnity.** The Guarantor must:

(a) pay immediately on demand to the Lender all reasonable costs and expenses incurred by the Lender and any attorney, manager, delegate, sub-delegate, agent or other person appointed by the Lender under this Agreement for the purpose of enforcing its rights under this Agreement. This includes:

(i) costs of foreclosure and of any transfer, disposition or sale of Intellectual Property;

(ii) costs of enforcing and collecting under any Intellectual Property;

(iii) costs of obtaining money damages; and

(iv) reasonable fees and expenses of attorneys employed by the Lender for any purpose related to this Agreement or the Obligations, including consultation, preparation and negotiation of any amendment or restructuring, drafting documents, sending notices or instituting, prosecuting or defending litigation or arbitration;

(b) indemnify and keep indemnified the Lender and its respective affiliates, directors, officers, representatives and agents from and against all claims, liabilities, obligations, losses, damages, penalties, judgments, costs and expenses of any kind (including attorney's fees and expenses) which may be imposed on, incurred by or asserted against any of them by any person in any way relating to or arising out of:

(i) this Agreement;

(ii) the Intellectual Property;

(iii) the Lender's security interest in the Intellectual Property;

(iv) any Default;

(v) any action taken or omitted by the Lender under this Agreement or any exercise or enforcement of rights or remedies under this Agreement; or

(vi) any transfer sale or other disposition of or any realization on Intellectual Property.

(c) The Guarantor will not be liable to an indemnified party to the extent any liability results from that indemnified party's gross negligence or willful misconduct. Payment by an indemnified party will not be a condition precedent to the obligations of the Guarantor under this indemnity.

(d) This Clause survives the making and repayment of the loans under the Credit Agreement, any novation, transfer or assignment of such loans and the termination of this Agreement.

8.5 **Time of Essence.** Time shall be of the essence of this Agreement.

8.6 **Notices.** Any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement (referred to in this section as a "notice") to any party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or other form of recorded communication tested prior to transmission to such party:

(a) in the case of a notice to the Guarantor at:

ARISE Technologies Corporation
65 Northland Road
Waterloo, Ontario N2V 1Y8
Attention: Chief Financial Officer
Fax: (519) 725-8907

with a copy to:

Gowling Lafleur Henderson LLP
50 Queen Street North
P.O. Box 2248
Suite 1020
Kitchener, ON N2H 6M2

Attention: F. John Durdan
Fax: (519) 571-5035

(b) in the case of a notice to the Lender, at:

Commerzbank Aktiengesellschaft
Center of Competence
Renewable Energies
Ness 7 – 9, 20457 Hamburg
Germany

Attention: Christian Schulz
Fax: 011 49 40/3683 4904

with a copy to, in the case of notices under Section 6.2 hereof only:

Allen & Overy LLP
1221 Avenue of the Americas
New York, NY 10020

Attention: Joseph Stefano
Fax: (212) 610-6363

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this section. Any notice delivered to the party to whom it is addressed as provided in this section shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed to the address and in the manner provided for in this section shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing. Any notice transmitted by fax or other form of recorded communication shall be deemed given and received on the first Business Day after its transmission.

8.7 Waiver. No consent or waiver, express or implied, by the Lender to or of any breach or default by the Guarantor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Guarantor hereunder. Failure on the part of the Lender to complain of any act or failure to act of the Guarantor or to declare the Guarantor in default, irrespective of how long such failure continues, shall not, by itself, constitute a waiver by the Lender of the Lender's rights hereunder.

8.8 **Amendments.** This Agreement may not be modified or amended except with the written consent of the Guarantor and the Lender.

8.9 **Waivers and Remedies.** The rights and remedies of the Lender under this Agreement may be exercised as often as necessary, are cumulative and not exclusive of its rights under applicable law and may be waived only in writing and specifically. Delay in exercising, or non-exercise, of any right or remedy under this Agreement is not a waiver of that right or remedy.

8.10 **Counterparts.** This Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

8.11 **Waiver of Jury Trial.** THE GUARANTOR AND THE LENDER WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

8.12 **PPSA Filing Statement.** The Guarantor has, as of the date of this Agreement, caused a financing statement to be filed under the *Personal Property Security Act* (Ontario) with respect to the security interest in Intellectual Property granted to the Lender hereunder.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF each of the parties hereto has duly executed this Agreement as of the day and year first above written.

ARISE TECHNOLOGIES CORPORATION

B. Tichelmann

Per: ______________________________
Name: Bart Tichelmann
Title: President and CEO

I have authority to bind the Guarantor

COMMERZBANK AKTIENGESELLSCHAFT

Per: ______________________________

Name: Ingrid Weigert | Gerhard Wiegand

We have authority to bind the Lender

SCHEDULE A

INTELLECTUAL PROPERTY OWNED BY
ARISE TECHNOLOGIES CORPORATION

PATENTS AND PATENT APPLICATIONS

Official No.	Issued Date or Filing Date	Country	Title	Status
5039376	August 13, 1991	United States	Method and apparatus for the plasma etching, substrate cleaning, or deposition of materials by D.C. glow discharge	Issued