

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OptiSolar Inc.	04/03/2009
RECEIVING PARTY DATA	
Name:	OptiSolar Technologies Inc.
Street Address:	31302 Huntwood Avenue
City:	Hayward
State/Country:	CALIFORNIA
Postal Code:	94544
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12292082
CORRESPONDENCE DATA	
Fax Number:	(415)954-4480
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415/954-4400
Email:	dmarangio@fbm.com
Correspondent Name:	David E. Stoll, Farella Braun + Martel
Address Line 1:	235 Montgomery Street
Address Line 2:	17th Floor
Address Line 4:	San Francisco, CALIFORNIA 94104
ATTORNEY DOCKET NUMBER:	21175 B10
NAME OF SUBMITTER:	David E. Stoll
Total Attachments: 8 source=1 OPTISOLAR PATENT Sch. B Assign#page1.tif source=1 OPTISOLAR PATENT Sch. B Assign#page2.tif source=1 OPTISOLAR PATENT Sch. B Assign#page3.tif	

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “*Assignment*”) is entered into and made effective this 3rd day of April, 2009, by and between OptiSolar Inc., a Delaware corporation (“*Assignor*”), and OptiSolar Technologies Inc., a Delaware corporation and a direct wholly-owned subsidiary of Assignor (“*Assignee*”).

WHEREAS, Assignor and Assignee are parties to that certain Drop Down Agreement by and among Assignor, Assignee and OptiSolar Holdings LLC, a Delaware limited liability company, dated as of March 2, 2009 (the “*Drop Down Agreement*”) pursuant to which Assignor is transferring certain assets and liabilities of Assignor to Assignee; and

WHEREAS, the Drop Down Agreement contemplates Assignor and Assignee entering into this Assignment in order to effectuate certain of the transfers contemplated by the Drop Down Agreement in accordance with the terms and conditions set forth therein and herein.

NOW, THEREFORE, in consideration of one dollar (\$1.00) paid in hand and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers unto Assignee, its successors, legal representatives and assigns, all of Assignor’s rights, title and interests in, to and under the patents and patent applications identified by title or the U.S., foreign, or international patent or patent application numbers, as applicable, listed on the attached Schedules and all of the inventions claimed or otherwise disclosed therein (hereafter, collectively, the “*Patents*”), together with all provisionals, non-provisionals, divisions, renewals, requests for continuing examination, continuations, continuations-in-part, substitutions, international counterparts and foreign counterparts thereof, and all patents of the United States or of any other country which may be granted thereon and all reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation all applications for patents, utility models, and designs which may be filed for any such inventions in any country, including without limitation in the United States and in countries foreign to the United States, together with the right to file such applications and the right to claim the priority rights or any other rights derived from any patents or patent applications described herein (including without limitation the Patents) under the patent laws of the United States or any other country, the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty or any other international agreement, treaty, law or convention, or the domestic laws of the country in which any such application is filed or patent has issued, as may be applicable; and all forms of industrial property protection, including without limitation patents, utility models, inventors’ certificates and designs which may be granted for such inventions in any country, including without limitation in the United States and in countries foreign to the United States and all extensions, renewals, re-examinations and reissues thereof.

2. Assignor further sells, assigns, transfers, and delivers to Assignee all of Assignor’s rights to sue or to bring any action or to assert any claim, whether at law or in equity, against any third party relating to any of the Patents, including without limitation for past, present or future infringement, misappropriation, or other

unauthorized use of any of the Patents, to obtain injunctive relief, and to recover or collect royalties, damages, and profits, including without limitation for such past, present or future infringement, misappropriation or unauthorized use of any of the Patents.

3. Assignor hereby authorizes and requests the Commissioner for Patents and any official of any country, including without limitation in the United States and in countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on any applications described herein, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

4. Assignor hereby covenants and agrees that it will not execute any agreement in conflict herewith.

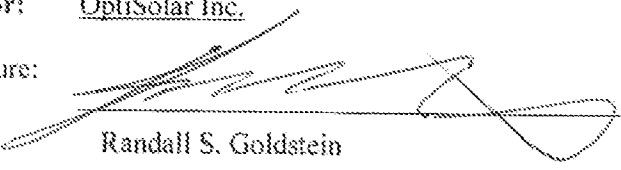
5. Assignor hereby agrees to prepare, execute and deliver, or to cause to be prepared, executed and delivered, to Assignee, at Assignee's expense, such deeds, bills of sale, instruments of assumption, assignments, instruments of recordation, and other instruments, and take such other actions, in addition to those required by this Assignment, as Assignee may reasonably request in order to effect the intent and purposes of this Assignment (including without limitation the implementation and recordation of the transactions contemplated by this Assignment).

6. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, to act for and in its behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to register, evidence or perfect Assignee's rights under this Assignment, including without limitation as required or contemplated by Section 5 hereof or the Drop Down Agreement, with the same legal force and effect as if executed by Assignor or any of its successors, legal representatives or assigns.

[Signature Page Follows]

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of the Assignor warrants that he/she is fully authorized and empowered to do so and sets his/her hand the day and year set with his/her signature.

Assignor: OptiSolar Inc.

Signature: 

Name: Randall S. Goldstein

Title: President and Chief Executive Officer

Address: 31302 Huntwood Avenue

Hayward, CA 94544

Date:

State of _____ }
County of _____ } SS.:

On this ____ day of _____, 2009, before me, _____
_____, Notary Public, personally appeared _____, personally
known 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/she/ executed the
same in his/her/ authorized capacity, and that by his/her/ signature on the instrument
the person, or the entity upon behalf of which the person acted, executed the
instrument.

SEE ATTACHED

WITNESS my hand and official seal

ACKNOWLEDGMENT

State of California

County of ALAMEDA

On APRIL 2, 2009 before me, ANJANNETTE MARIE YEAGER, NOTARY
(insert name and title of the officer) PUBLIC

personally appeared RANDALL GOLDSTEIN

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ ~~is~~
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 upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Anjannette Marie Yeager

(Seal)



PATENT

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HEREBY ACKNOWLEDGED AND AGREED TO:

Assignee: OptiSolar Technologies Inc.

Signature:

Name: Randall S. Goldstein

Title: President and Chief Executive Officer

Address: 31302 Huntwood Avenue, Hayward, CA 94544

Date:

State of _____ }
County of _____ } SS.:

On this _____ day of _____, 2009, before me, _____

Notary Public, personally appeared _____, personally known 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/she/ executed the same in his/her/ authorized capacity, and that by his/her/ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

SEE ATTACHED

WITNESS my hand and official seal

ACKNOWLEDGMENT

State of California

County of ALAMEDA

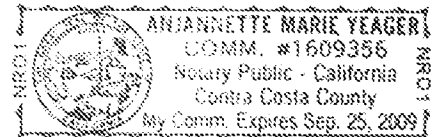
On APRIL 2, 2009 before me, ANJANNETTE MARIE YEAGER, NOTARY
(insert name and title of the officer) PUBLIC

personally appeared RANDALL GOLDSTEIN
who 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 upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Anjannette Marie Yeager (Seal)



SCHEDULE B

**Schedule B
to Assignment of Patents
B10-Unpublished Patent Applications**

US Application No.	Title	Filing Date
12/292,082	Simulated mounting structure for testing electrical devices	11/12/2008