

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DayStar Technologies, Inc.	09/21/2009
RECEIVING PARTY DATA	
Name:	TD Waterhouse RRSP in trust for Peter Alan Lacey, as beneficiary
Street Address:	RR #2 Site 19, Box 6
City:	Red Deer AB
State/Country:	CANADA
Postal Code:	T4N 5E2
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	7442413
Patent Number:	7319190
Patent Number:	7576017
Application Number:	11282934
Application Number:	11463765
Application Number:	11271203
Application Number:	11272185
Application Number:	11271583
Application Number:	11272386
Application Number:	29341188
Application Number:	12533647
CORRESPONDENCE DATA	
Fax Number:	(206)623-7580
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2063706641

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**PATENT
 REEL: 023263 FRAME: 0328**

Email: suzanne.carter@klgates.com
Correspondent Name: C. Rachal Winger, Ph.D.
Address Line 1: 925 Fourth Avenue
Address Line 2: Suite 2900
Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	2067100.00001
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NAME OF SUBMITTER:	C. Rachal Winger, Ph.D.
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Total Attachments: 8
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SECURITY AGREEMENT

This Security Agreement (this "*Security Agreement*") is made effective as of September 21, 2009 ("*Effective Date*"), by and between DayStar Technologies, Inc., a Delaware corporation ("*Debtor*"), and TD Waterhouse RRSP Account in trust for Peter Alan Lacey as beneficiary ("*Secured Party*"), with reference to the essential facts stated in the Recitals below.

AGREEMENT

NOW, THEREFORE, in consideration of the Loan, the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As security for the full and timely payment and performance of the obligations of Debtor to Secured Party described in Section 2 below (such obligations, collectively and severally, the "*Obligations*"), Debtor hereby pledges and grants to Secured Party a security interest ("*Security Interest*") in and to

Debtor's intellectual property and rights therein and thereto,

identified in Exhibit A
(collectively and severally, the "*Collateral*").

3. Representations and Warranties. Debtor hereby represents and warrants that:

(a) Debtor is the owner of the Collateral and no other person has any right, title, claim or interest (by way of security interest or other lien or charge or otherwise) in, against or to the Collateral, except liens for taxes, assessments and other government charges not yet due and payable; except a security interest held by Banc of America Leasing & Capital, LLC in certain of the Collateral as described in that certain UCC 1 financing statement filed on October 22, 2008 in the Office of the Secretary of State of the State of Delaware under filing number 83561188 (the "*Prior Lien*");

7. Entire Agreement. This Security Agreement and the Loan Documents contain the entire agreement between Secured Party and Debtor with respect to the Collateral which is the subject of this Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Security Agreement effective as of the date first above written.

DEBTOR:

DayStar Technologies, Inc.,
a Delaware corporation

By: William S. Stekel
Name: WILLIAM S. STEKEL
Title: CFO

SECURED PARTY:

TD Waterhouse RRSP Account
in trust for Peter Alan Lacey

By: _____
Name: Peter Alan Lacey
Title: Authorized Signatory

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Security Agreement effective as of the date first above written.

DEBTOR:

DayStar Technologies, Inc.,
a Delaware corporation

By: _____
Name:
Title:

SECURED PARTY:

TD Waterhouse RBSF Account
in trust for Peter Alan Lacey

By: _____
Name: Peter Alan Lacey
Title: Authorized Signatory

[SIGNATURE PAGE TO SECURITY AGREEMENT]

EXHIBIT A

COLLTERAL LIST

All of Debtor's right, title and interest, whether now owned or existing or hereafter acquired or arising, and wherever located in the following described property:

(ii) all patents, processes, patent rights and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing and all income, royalties, damages, and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringement of any of the foregoing and the right to sue for past, present and future infringement of

[EXHIBIT A TO SECURITY AGREEMENT]

PATENT
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any of the foregoing;