

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
SOLOPOWER, INC.	02/03/2010
<b>RECEIVING PARTY DATA</b>	
Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	525 University Avenue, #31
Internal Address:	Attn: Nader Maghsoudnia
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12189627
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(650)493-6811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	FH 2-1 P10
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ATTORNEY DOCKET NUMBER:	38691.007
NAME OF SUBMITTER:	Nancy Bouch

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Total Attachments: 3

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 3, 2010, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and SoloPower, Inc., ("Grantor") is made with reference to the Loan and Security Agreement, dated as of January 24, 2008 and the Loan and Security Agreement, dated as of January 26, 2007 (as amended from time to time, together the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

Lender agrees that it will not record its security interest in the Intellectual Property Collateral in a manner that would publicly disclose Borrower's unpublished intellectual property applications, including, but not limited to, unpublished patent applications. Lender agrees to file individual notices of its security interest in each unpublished intellectual property application, and not include more than one unpublished

application in each such notice of its security interest.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SOLOPOWER, INC.

By: *Albert Boro*  
Name: *Albert Boro*  
Title: *Purchaser and CEO*

Address for Notices:

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LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: *Nader Maghsoudnia*  
Name: *NADER MAGHSOUDNIA*  
Title: *VICE PRESIDENT*

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EXHIBIT C

PATENTS

**Unpublished Patent Applications**

<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>
Photovoltaic Modules with Improved Reliability	12/189627	8/11/2008