

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
SOLOPOWER, INC.	02/04/2010
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS COLLATERAL AGENT
Street Address:	60 WALL STREET, MAILSTOP NYC60-2710
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12189627
CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3016380511
Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	Attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602
ATTORNEY DOCKET NUMBER:	35385
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Total Attachments: 9 source=35385#page1.tif source=35385#page2.tif source=35385#page3.tif source=35385#page4.tif	

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INTELLECTUAL PROPERTY SECURITY
AGREEMENT (this “Agreement”), dated as of February 4, 2010,
by and between SOLOPOWER, INC. (the “Company”), and
Deutsche Bank Trust Company Americas, as Collateral Agent (the
“Collateral Agent”), on behalf of each Investor.

Reference is made to the Security Agreement dated as of February 4, 2010 (the “Security Agreement”), among the Company, the Investors party thereto (each an “Investor” and, collectively, the “Investors”) and the Collateral Agent. The Investors have agreed to purchase Tranche A Notes and Tranche B Notes (collectively, the “Notes”) from the Company subject to the terms and conditions set forth in the Note Purchase Agreement dated as of February 4, 2010 (the “Note Purchase Agreement”). The obligations of the Investors to purchase the Notes are conditioned upon, among other things, the execution and delivery of this Agreement. Company will derive substantial benefits from the sale of the Notes to the Investors pursuant to the Note Purchase Agreement and is willing to execute and deliver this Agreement in order to induce the Investors to purchase the Notes. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of interpretation specified in Section 12(i) of the Security Agreement also apply to this Agreement. In addition, the following terms have the meanings respectively set forth after each:

“Copyright Collateral” means (a) all copyrights, whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. Section 101 et seq., and applications for registration of copyrights, whether as author, assignee, transferee or otherwise, and all works of authorship and other intellectual property rights therein, including copyrights for computer programs, source code and object code databases and related materials and documentation and all of the copyright registrations and applications set forth on Schedule I, (b) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases and other revisions thereof, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof and (e) all rights corresponding thereto throughout the world.

“Trademark Collateral” means (a) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, trade styles, designs, logos and other source or business identifiers, whether or not registrations have been issued or applied for in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world, including all of the trademarks registrations and applications set forth on Schedule II, (b) all income, royalties, damages and payments for past, present or future infringements thereof, (c) rights to sue for past, present and future infringements thereof, (d) renewals of any of the foregoing and (e) all

goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill.

“Patent Collateral” means (a) all letters patent, design patents, utility patents, inventions and trade secrets, all patents and patent applications in the United States Patent and Trademark Office, and interests under patent license agreements, including the inventions and improvements described and claimed therein and all of the patent registrations and applications set forth on Schedule III, (b) income, royalties, damages and payments now and hereafter due and /or payable under and with respect thereto, including damages and payments for past, present or future infringements, (c) rights to sue for past, present and future infringements thereof, (d) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for and (e) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

SECTION 2. Grant of Intellectual Property. The Company, pursuant to the Security Agreement, in order to secure its Obligations, did and hereby does grant to the Collateral Agent and on behalf of the Investors, a security interest in and to, all of its right, title and interest in or to any of the following assets and properties of the Company, wherever located, and now owned or hereafter acquired (collectively, the “Intellectual Property Collateral”):

all intellectual property rights, now owned or hereafter acquired, for all locations throughout the world in tangible and intangible assets of every kind and nature, including all Copyright Collateral, Patent Collateral, Trademark Collateral, all mask works or similar rights available for protection of semiconductor chips, all design rights, all trade dress, all inventions and invention ideas (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto, all trade secrets and intellectual property information (including ideas, research and development, knowhow, showhow, formulae, compositions, manufacturing and production processes and techniques, methodologies, technical data, designs, drawings, specifications, and models), all domain names, all computer software and firmware and scripts whether source code or object code (including coding, microcode, simulations, emulations, descriptions, flow charts, and other work product used to design, organize, or develop such computer software and any related documentation, user manuals and training manuals), all databases and compilations, including all data and collections of data whether in print, electronic, or other form, and all licenses or other rights to use any of the foregoing.

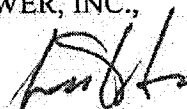
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this

Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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

SOLOPOWER, INC.,

by



Name: Louis DiNardo

Title: Chief Executive Officer

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as
Collateral Agent,

by

Name:

Title:

by

Name:

Title:

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

SOLOPOWER, INC.,

by

Name: Louis DiNardo
Title: Chief Executive Officer

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as
Collateral Agent,

by



Name: YANA KISLENKO
Title: ASSISTANT VICE PRESIDENT

by



Name: CHRISTINA VAN RYZIN
Title: VICE PRESIDENT

Schedule I

Copyrights

None.

Schedule II

Trademarks

None.

Schedule III

Patents

The registered owner to each of the patents is SoloPower, Inc.

Title	Application Number	Application Date	Registration Number	Registration Date	Expiration Date	Status
Photovoltaic Modules with Improved Reliability	12/189627	8/11/2008				Unpublished