

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
MTPV, LLC	03/12/2010
RECEIVING PARTY DATA	
Name:	Triremes 20 LLC
Street Address:	One Joy Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	11500062
Application Number:	12011677
Application Number:	12152195
Application Number:	12152196
Application Number:	61308972
CORRESPONDENCE DATA	
Fax Number:	(617)399-6930
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-399-6932
Email:	nbrown@brllawgroup.com
Correspondent Name:	Nichole Brown
Address Line 1:	425 Boylston Street
Address Line 2:	3rd Floor
Address Line 4:	Boston, MASSACHUSETTS 02116
NAME OF SUBMITTER:	Suzanne Hamel
Total Attachments: 6	

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**PATENT
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Patent Security Agreement

Patent Security Agreement, dated as of March 12, 2010 by and among MTPV, LLC (the “Debtor”), in favor of the parties listed on Exhibit A attached hereto (individually a “Secured Party” and collectively, the “Secured Parties”).

WITNESSETH:

WHEREAS, the Debtor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Secured Parties pursuant to which the Debtor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party, to make one or more loans to the Debtor pursuant to the Notes, the Debtor hereby agrees with the Secured Parties as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Debtor hereby pledges and grants to the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Debtor with respect to the Obligations:

- (a) Patents and patent applications of the Debtor listed on Schedule I attached hereto, which are all patent and patent applications of the Debtor; and
- (b) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement; Subordination. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the Security Agreement and the Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lead Purchaser shall otherwise determine. This Patent Security Agreement and the security interests granted herein are subordinated in the manner and to the extent set forth in (i) the Note Purchase Agreement and (ii) the Subordination Agreement.

SECTION 4. Termination. Upon the payment in full of the Notes and all Obligations and termination of the Security Agreement, each of the Secured Parties shall execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Amendments and Waivers. This Patent Security Agreement may be amended or waived with the written consent of the Debtor and the Lead Purchaser. No delay or omission on the part of the Secured Parties in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

IN WITNESS WHEREOF, the Debtor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MIPY, LLC

By:

A handwritten signature in black ink, appearing to read "David Mather", written over a horizontal line.

Name: DAVID MATHER

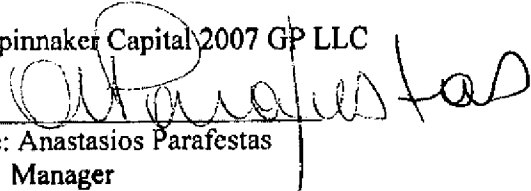
Title: President

IN WITNESS WHEREOF, each Secured Party has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Accepted and Agreed:

TRIREMES 20 LLC

By: Spinnaker Capital 2007 GP LLC

By: 
Name: Anastasios Parafestas
Title: Manager

PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	NAME
MTPV, LLC	61308972 (Provisional Patent)	MICRON-GAP THERMAL PHOTOVOLT AIC LARGE SCALE SUB-MICRON GAP METHOD AND APPARATUS

Patent Applications:

OWNER	APPLICATION NUMBER	NAME
MTPV, LLC	11 / 500062	Method of and apparatus for thermal energy-to-electrical energy conversion using charge carrier excitation transfer through electrostatic coupling between hot and relatively cold juxtaposed surfaces separated by a small gap and using single carrier cold-side conversion
MTPV, LLC	12 / 011677	Method of and Apparatus for Improved Thermophotonic Generation of Electricity
MTPV, LLC	12 / 152195	Improved Sub-Micrometer Gap Thermophotovoltaic Structure (MTPV) and Fabrication Method Therefor
MTPV, LLC	12 / 152196	Method and Structure, Using Flexible Membrane Surfaces, for Setting and/or Maintaining a Uniform Micron/Sub-Micron Gap between Juxtaposed Photosensitive and Heat-Supplying Surfaces of Photovoltaic Chips and the Like for Generation of Electrical Power

EXHIBIT A

TRIREMES 20 LLC