

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	DEBTOR-IN-POSSESSION INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS & TRADEMARKS)																														
CONVEYING PARTY DATA																															
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>EPV Solar, Inc.</td><td>03/25/2010</td></tr><tr><td>EPV Solar Germany GmbH</td><td>03/25/2010</td></tr></tbody></table>		Name	Execution Date	EPV Solar, Inc.	03/25/2010	EPV Solar Germany GmbH	03/25/2010																								
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EPV Solar Germany GmbH	03/25/2010																														
RECEIVING PARTY DATA																															
<table border="1"><tr><td>Name:</td><td>Wells Fargo Bank, N.A.</td></tr><tr><td>Street Address:</td><td>45 Broadway, 14th Floor</td></tr><tr><td>City:</td><td>New York</td></tr><tr><td>State/Country:</td><td>NEW YORK</td></tr><tr><td>Postal Code:</td><td>10006</td></tr></table>		Name:	Wells Fargo Bank, N.A.	Street Address:	45 Broadway, 14th Floor	City:	New York	State/Country:	NEW YORK	Postal Code:	10006																				
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PROPERTY NUMBERS Total: 17																															
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PATENT
REEL: 024140 FRAME: 0472

Application Number:	12127470
PCT Number:	US0901815
PCT Number:	US0901318

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	28869/1
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NAME OF SUBMITTER:	Mark S. Leonardo
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Total Attachments: 8

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**DEBTOR-IN-POSSESSION INTELLECTUAL PROPERTY SECURITY AGREEMENT
(PATENTS & TRADEMARKS)**

THIS DEBTOR-IN-POSSESSION INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS & TRADEMARKS) (as may be amended, supplemented or otherwise modified from time to time, this "DIP IP Security Agreement") dated March 25, 2010, is made by EPV Solar, Inc., a New Jersey corporation (the "Debtor"), and EPV Solar Germany GmbH (the "German Grantor") and together with the Debtor, individually and collectively, the "Grantor"), in favor of WELLS FARGO BANK, N.A., as agent (the "Agent") for itself and the Lenders (as defined below).

WHEREAS, on February 24, 2010, the Debtor commenced a voluntary proceeding under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court in order to restructure its obligations and organize;

WHEREAS, in order to finance Grantor's working capital needs and to refinance the Pre-Petition Patriarch Credit Facility, among other things, Grantor has entered into that certain Priming Superpriority Debtor-In-Possession Credit Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "DIP Credit Agreement"), by and among the Debtor, the German Grantor (with respect to the German Loans), EPV Solar Europe Limited, EPV Solar Ireland Limited, and, with respect to DIP Obligations that are not German Loan Loans, the German Grantor, and any other Subsidiaries of the Debtor that from time to time become guarantors thereunder, the lenders party thereto (the "Lenders"), and the Agent, as agent for the Lenders. Capitalized terms used herein and not otherwise defined are used herein as defined in the DIP Credit Agreement.

WHEREAS, as a condition precedent to the making of advances, Grantor, among other things, shall have executed that certain Debtor-In-Possession Security Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "DIP Security Agreement") by Grantor, EPV Solar Europe Limited, and EPV Solar Ireland Limited in favor of the Agent for the benefit of the Lenders and the Agent.

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain intellectual property of Grantor to the Agent for the ratable benefit of the Lenders, and have agreed as a condition thereof to execute this DIP IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. In order to supplement the Financing Orders without in any way diminishing or limiting the effect of the Financing Order or the security interest, pledge and lien granted thereunder, Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) All now owned or existing or hereafter arising United States and foreign trademark and service mark registrations, applications, and licenses, including without limitation,

those set forth on Exhibit A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks and service mark applications but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");

(b) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach;

(c) All now owned or existing or hereafter arising United States, international and foreign patents, patent applications, utility models, and statutory invention registrations, including without limitation, those set forth on Exhibit B annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such patents, patent applications, utility models and statutory invention registrations (the "Patents");

(d) any and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations of the Patents, all inventions in the Patents, and all rights provided in the Patents by international treaties or conventions and all improvements thereto; and

(e) any and all proceeds of the foregoing.

Section 2. Submission to Jurisdiction. Each of the Lenders, Agent and Grantor hereby (a) agrees that any action with respect to this DIP IP Security Agreement may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any action by the mailing of copies of the process to the parties hereto as provided in the DIP Credit Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 3. Waiver of Jury Trial. Each of the Lenders, Agent and Grantor hereby waives any right to a trial by jury in any action to enforce or defend any right under this DIP IP Security Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this DIP IP Security Agreement and agrees that any action will be tried before a court and not before a jury.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this DIP IP Security Agreement.

Section 5. Execution in Counterparts. This DIP IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be

an original and all of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Conflict Provision. This DIP IP Security Agreement has been entered into in conjunction with the provisions of the DIP Security Agreement and the DIP Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the DIP Security Agreement and the DIP Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this DIP IP Security Agreement are in conflict with the DIP Security Agreement or the DIP Credit Agreement, the provisions of the DIP Security Agreement or the DIP Credit Agreement shall govern.

Section 7. Future Rights. With respect to any Trademark and/or Patent which any Grantor subsequently registers with the United States Patent and Trademark Office or with any state authority, or an application is filed therefor, or any Grantor shall obtain rights to any new Intellectual Property, such Grantor undertakes to promptly provide the Agent with written notice thereof and evidence of such application and/or registration to the Agent and its counsel. Those Trademarks and/or Patents so registered by any Grantor in the future are deemed to be described in Exhibit A and B hereto, and the Agent may record this Agreement against each such item and in connection with any such changes. Such Grantor shall cooperate with the Agent in modifying Exhibits A and B. Each Grantor agrees that it will join with the Agent in executing and, at its own expense, will file and refile, or permit the Agent to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this Agreement), in such offices (including, without limitation, the United States Patent and Trademark Office and appropriate state trademark offices), as the Agent may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to the Agent for the benefit of the Lenders hereunder. Each Grantor hereby authorizes the Agent to file financing statements and amendments, relative to all or any part thereof, without the signature of such Grantor where permitted by law and agrees to do such further acts and things, and to execute and deliver to the Agent such additional assignments, agreements, powers and instruments, as the Agent may require to carry into effect the purposes of this Agreement or better to assure and confirm unto the Agent its respective rights, powers and remedies hereunder. Each Grantor shall, upon the request of the Agent, and hereby authorizes the Agent to, take any and all such actions as may be deemed necessary by the Agent to perfect and preserve the rights and interests granted to the Agent for the benefit of the Lenders with respect to the Intellectual Property wherever located. All of the foregoing shall be at the sole cost and expense of the Grantor. This Section is not intended to cover any Intent to Use trademark applications filed by any Grantor.

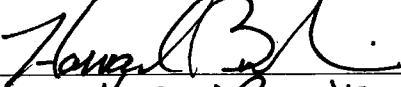
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this DIP IP Security Agreement to be duly executed and delivered by its representative thereunto duly authorized as of the date first above written.

EPV SOLAR, INC.

By: 
Name: TOM WERTHMAN
Title: CEO

EPV SOLAR GERMANY GmbH

By: 
Name: Howard Brodie
Title: Managing Director

[Signature page to Debtor-In-Possession Intellectual Property Security Agreement (Patents & Trademarks)]

DIP AGENT:

WELLS FARGO BANK, N.A.

By: 
Name: Michael Pinzon
Title: Vice President

[Signature page to Debtor-In-Possession Intellectual Property Security Agreement (Patents & Trademarks)]

EXHIBIT A

TRADEMARKS

MARK	OWNER	COUNTRY	APPL NO	CLASS	FILED	REG NO	REG DT	STATUS
EPV	EPV Solar, Inc.	US	76/240,598	9	4/16/01	2,614,699	9/03/82	Canceled
EPV-40	EPV Solar, Inc.	US	76/240,599	9	4/16/01	2,612,208	8/27/02	Canceled
EPV Outside	EPV Solar, Inc.	US	76/450,062	9	7/13/04	3,121,710	7/25/06	Registered

EXHIBIT B**U.S. PATENTS**

Patent No./Issue Date	Publication No./ Publication Date	Title
7,235,160 06-26-2007	2005-0029088 02-10-2005	HOLLOW CATHODE SPUTTERING APPARATUS AND RELATED METHOD
6,660,538 12-09-2003	2003-0082834 05-01-2003	NON-CONTACTING DEPOSITION CONTROL OF CHALCOPYRITE THIN FILMS
7,019,208 03-28-2006	2003-0102023 06-05-2003	METHOD OF JUNCTION FORMATION FOR CIGS PHOTOVOLTAIC DEVICES
7,652,09 01-26-2010	2006-0144436 07-06-2006	METHOD OF JUNCTION FORMATION FOR CIGS PHOTOVOLTAIC DEVICES

Patent Applications Filed and Pending

Serial No./Filing Date	Publication No./ Publication Date	Title
12/557,389 09-10-2009	N/A	MOUNTING SYSTEMS FOR PHOTOVOLTAIC MODULES
12/488,218 TBD	N/A	METHOD FOR FABRICATING A DOPED AND/OR ALLOYED SEMICONDUCTOR
12/395,889 03-02-2009	N/A	INSULATED GLASS UNIT WITH INTEGRATED MINI-JUNCTION BOX
12/466,141 05-14-2009	2009/0301551 12-10-2009	SILICON FILM DEPOSITION METHOD UTILIZING A SILENT ELECTRIC DISCHARGE AND AN ACTIVE SPECIES
12/466,137 05-14-2009	2009/0293943 12-03-2009	SILICON FILM DEPOSITION METHOD UTILIZING A SILENT ELECTRIC DISCHARGE
12/422,004 04-10-2009	2009/0255582 10-15-2009	METHODS OF DRYING GLASS FOR PHOTOVOLTAIC APPLICATIONS
12/410,297	2009/0235987	CHEMICAL TREATMENTS TO

3-24-2009	09-14-2009	ENHANCE PHOTOVOLTAIC PERFORMANCE OF CIGS
11/768,652 06-26-2007	2007/0256926 11-08-2007	HOLLOW CATHODE SPUTTERING APPARATUS AND RELATED METHOD
11/275,079 12-08-2005	2006/0118406 06-08-2006	SPUTTERED TRANSPARENT CONDUCTIVE FILMS
61/097,769 09-17-08	N/A	LARGE BATCH PRODUCTION OF THIN PHOTOVOLTAIC MODULES
12/127,470 05-27-2008	2008/0308411 12-18-2008	METHOD AND PROCESS FOR DEPOSITION OF TEXTURED ZINC OXIDE THIN FILMS

Non-U.S. Patent Applications

Patent No./Issue Date	Publication No./ Publication Date	Title	National Filing Due Date (31 Month)
PCT/US2009/001318 03-02-2009	WO 2009/108385 09-03-2009	INSULATED GLASS UNIT WITH INTEGRATED MINI- JUNCTION BOX	09-28-2010
PCT/US2009/001815 03-24-2009	WO 2009/120302 10- 01-2009	CHEMICAL TREATMENTS TO ENHANCE PHOTOVOLTAIC PERFORMANCE OF CIGS	10-24-2010