

# PATENT ASSIGNMENT

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| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT                         |
| <b>NATURE OF CONVEYANCE:</b>   | SECURITY AGREEMENT                     |
| <b>CONVEYING PARTY DATA</b>  |  |
| <b>Name</b>  | <b>Execution Date</b>                  |
| NANOSYS, INC.  | 07/30/2010                             |
| <b>RECEIVING PARTY DATA</b>  |  |
| <b>Name:</b>   | SAMSUNG ELECTRONICS CO., LTD.          |
| <b>Street Address:</b>   | 1320-10, Seocho 2-dong, Seocho-gu      |
| <b>City:</b>   | Seoul 137-857                          |
| <b>State/Country:</b>  | KOREA, DEMOCRATIC PEOPLE'S REPUBLIC OF |
| <b>PROPERTY NUMBERS Total: 7</b>   |  |
| <b>Property Type</b>   | <b>Number</b>                          |
| Patent Number:   | 6878871                                |
| Patent Number:   | 7087833                                |
| Patent Number:   | 7087832                                |
| Application Number:  | 11499599                               |
| Application Number:  | 12132944                               |
| Application Number:  | 12132967                               |
| Application Number:  | 12482950                               |
| <b>CORRESPONDENCE DATA</b>   |  |
| <b>Fax Number:</b>   | (212)446-4900                          |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |
| <b>Email:</b>  | susan.zablocki@kirkland.com            |
| <b>Correspondent Name:</b>   | Susan Zablocki                         |
| <b>Address Line 1:</b>   | Kirkland & Ellis LLP                   |
| <b>Address Line 2:</b>   | 601 Lexington Avenue                   |
| <b>Address Line 4:</b>   | New York, NEW YORK 10022               |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 40031-55                               |

CH \$280.00 6878871

**501249126**

**PATENT**  
**REEL: 024767 FRAME: 0532**

NAME OF SUBMITTER:

Susan Zablocki

**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement") is made and entered into as of July 30, 2010 (the "Effective Date") by and between Nanosys, Inc., a Delaware corporation (including its successors and assigns, "Grantor"), and Samsung Electronics Co., Ltd., a company organized under the laws of the Republic of Korea (including its successors and assigns, "Grantee").

**WHEREAS**, Grantor and Grantee are parties to that certain Security Agreement, dated of even date herewith (as amended, supplemented and otherwise modified from time to time, the "Security Agreement"); and

**WHEREAS**, pursuant to the Security Agreement, Grantor is required to execute and deliver to Grantee this Patent Security Agreement for the purposes of filing.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Patent Collateral. Grantor hereby grants to Grantee a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of the Nanosys Solar Patents, including those set forth on Schedule A hereto;
- (b) all issued patents, reissues, reexaminations, renewals, and extensions of the foregoing and any continuations, continuations-in-part or divisionals of the foregoing;
- (c) all rights to sue for past, present and future infringement of any of the foregoing, including the right to receive income, royalties, damages and payments therefrom; and
- (d) to the extent not otherwise included, all products and proceeds of the foregoing.

3. Security for Obligations. This Patent Security Agreement and the first priority security interest created hereby secures the payment and performance of all of the Secured Obligations, whether now existing or arising hereafter.

4. Security Agreement. The first priority security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral 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.

5. Authorization to Supplement. Grantor shall give Grantee prompt notice in writing of any additional patents or applications therefor after the date hereof that are included in the Patent Collateral. Grantor hereby authorizes Grantee unilaterally to modify this Patent Security Agreement by amending Schedule A to include any such future patents or applications therefor of Grantor and to make all filings, registrations and recordings necessary or appropriate to create, preserve, protect and perfect the first priority security interest granted by Grantor to Grantee in the Patent Collateral. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing first priority security interest in all Patent Collateral, whether or not listed on Schedule A.

6. Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Patent Security Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, without giving effect to the principles of conflicts of law thereof.

(b) Any legal action or proceeding with respect to this Patent Security Agreement shall be brought in any State or Federal court of competent jurisdiction in the state, county and city of New York. By execution and delivery of this Patent Security Agreement, each party hereto hereby irrevocably consents to and accepts, for itself and in respect of its property, generally and unconditionally the non-exclusive jurisdiction of such courts. Each party hereto hereby further irrevocably waives any objection, including 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 or proceeding in such jurisdiction in respect of this Patent Security Agreement.

(c) Each party hereto hereby irrevocably consents to the service of process out of any of the courts referred to in Subsection (b) above of this Section 6 in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address set forth in the Security Agreement. Each party hereto hereby irrevocably waives any objection to such service of process and further irrevocably waives and agrees not to plead or claim in any suit, action or proceeding commenced hereunder that service of process was in any way invalid or ineffective. Nothing herein shall affect the right of a party to serve process on the other party in any other manner permitted by law.

(d) Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any action, proceeding, claim or counterclaim arising out of or relating to this Patent Security Agreement or the transactions contemplated hereby. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Patent Security Agreement.

7. Counterparts; Effectiveness. This Patent Security Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In proving this Patent Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures

delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto. This Patent Security Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

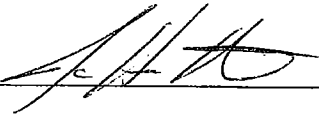
8. Construction. When a reference is made in this Patent Security Agreement to Sections, Subsections or Schedules, such reference shall be to a Section, Subsection or Schedule to this Patent Security Agreement unless otherwise indicated. The terms "Patent Security Agreement," "herein," "hereto," "hereof" and words of similar import shall, unless the context otherwise requires, mean this Patent Security Agreement, as amended, supplemented or otherwise modified from time to time. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." No party hereto shall be or be deemed to be the drafter of this Patent Security Agreement for the purposes of construing this Patent Security Agreement against any other party. The headings and captions in this Patent Security Agreement are for convenience and reference purposes only and shall not be considered a part of or affect the construction or interpretation of any provision of this Patent Security Agreement.

\* \* \* \*

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have caused this Patent Security Agreement to be duly executed by their authorized officers as of the date first above written.

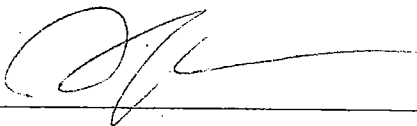
**GRANTOR: NANOSYS, INC.**

By: \_\_\_\_\_

Name: Jason Hartlove

Title: President and Chief Executive Officer

**GRANTEE: SAMSUNG ELECTRONICS CO., LTD.**

By: \_\_\_\_\_

Name: Seungho Ahn

Title: Senior Vice President, Intellectual Property Center

*Signature Page to Patent Security Agreement*

# SCHEDULE A

## U.S Patents and Patent Applications

| Docket Number | Country | Case Type | Relation Type | Filing Type | Status  | Application Number | Application Date | Patent Number | Grant Date | Title   |
|---------------|---------|-----------|---------------|-------------|---------|--------------------|------------------|---------------|------------|---|
| 01-001320     | US      | Regular   | Original      | National    | Granted | 10/656802          | 9/4/2003         | 6878871       | 4/12/2005  | Nanostructure and Nanocomposite Based Compositions and Photovoltaic Devices |
| 01-001321     | US      | Regular   | Division      | National    | Granted | 11/008315          | 12/9/2004        | 7087833       | 8/8/2006   | Nanostructure and Nanocomposite Based Compositions and Photovoltaic Devices |
| 01-001322     | US      | Regular   | CON           | National    | Granted | 11/007916          | 12/9/2004        | 7087832       | 8/8/2006   | Nanostructure and Nanocomposite Based Compositions and Photovoltaic Devices |
| 01-001323     | US      | Regular   | CON           | National    | Filed   | 11/499599          | 8/4/2006         |               |            | Nanostructure and Nanocomposite Based Compositions and Photovoltaic Devices |
| 01-006002     | US      | Regular   | Division      | National    | Filed   | 12/132944          | 6/4/2008         |               |            | Photoactive devices and components with enhanced efficiency                 |
| 01-006003     | US      | Regular   | Division      | National    | Filed   | 12/132967          | 6/4/2008         |               |            | Photoactive devices and components with enhanced efficiency                 |
| 01-006004     | US      | Regular   | Division      | National    | Filed   | 12/482950          | 6/11/2009        |               |            | Photoactive devices and components with enhanced efficiency                 |

Foreign Patents and Patent Applications

| Docket Number | Country | Case Type | Relation Type | Filing Type | Status  | Application Number | Application Date | Patent Number | Grant Date | Title  |
|---------------|---------|-----------|---------------|-------------|---------|--------------------|------------------|---------------|------------|--|
| 01-001320     | CN      | Regular   | Original      | PCT         | Granted | 3824102.1          | 9/4/2003         | 100466297C    | 3/4/2009   | Nanostructures and Nanocomposite Based Compositions and Photovoltaic Devices |
| 01-001320     | EP      | Regular   | Original      | PCT/EP<br>C | Filed   | 3773047            | 9/4/2003         |               |            | Nanostructures and Nanocomposite Based Compositions and Photovoltaic Devices |
| 01-001320     | JP      | Regular   | Original      | PCT         | Filed   | 569990-<br>2004    | 9/4/2003         |               |            | Nanostructures and Nanocomposite Based Compositions and Photovoltaic Devices |