

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
NUVOSUN, INC.	07/22/2011

RECEIVING PARTY DATA

Name:	DENMERCO INC.
Street Address:	c/o The Dow Chemical Company
Internal Address:	2030 Dow Center
City:	Midland
State/Country:	MICHIGAN
Postal Code:	48674

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	12753814
Application Number:	12793617
Application Number:	61312620
Application Number:	61459017
Application Number:	61460830
Application Number:	61461324
Application Number:	61516274

CORRESPONDENCE DATA

Fax Number: (213)627-0705

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (213) 683-5627

Email: nancychow@paulhastings.com

Correspondent Name: Nancy Chow

Address Line 1: Paul Hastings LLP

Address Line 2: 515 South Flower Street, 25th Floor

501605020

PATENT  
REEL: 026645 FRAME: 0307

CH \$280.00 12753814

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

DOW/NUVOSUN 58715.00039

NAME OF SUBMITTER:

Nancy Chow

**Total Attachments: 7**

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## AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 22nd day of July, 2011, by and between **NUVOSUN, INC.**, a California corporation ("Grantor") and **DENMERCO INC.**, a Delaware corporation ("Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Convertible Promissory Note dated as of August 31, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note") by Grantor in favor of Lender, Lender has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Grantor as provided for in the Note, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, that certain Note Purchase, Option and Security Agreement dated as of August 31, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor was required to execute and deliver to Lender a Patent Security Agreement dated August 31, 2010 (the "Original Patent Security Agreement");

WHEREAS, Grantor and Lender wish to amend and restate the Original Patent Security Agreement by replacing Schedule I to the Original Patent Security Agreement with the updated Schedule I attached to this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note. Any terms (whether capitalized or lower case) used in this Patent Security Agreement that are defined in the UCC shall be construed and defined as set forth in the UCC unless otherwise defined herein, in the Security Agreement or in the Note; provided, however, that to the extent that the UCC is used to define any term used herein and if such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern. In addition to those terms defined elsewhere in this Patent Security Agreement, as used in this Patent Security Agreement, the following terms shall have the following meanings:

"Patents" means patents and patent applications, including (i) the patents and patent applications listed on Schedule I, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of each Grantor's rights corresponding thereto throughout the world.

"Patent Licenses" means, with respect to any person or entity (the "Specified Party"), (i) any licenses or other similar rights provided to the Specified Party in or with respect to Patents owned or controlled by any other person or entity, and (ii) any licenses or other similar rights provided to any other

person or entity in or with respect to Patents owned or controlled by the Specified Party, in each case, including (A) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to Grantor pursuant to end-user licenses), (B) the license agreements listed on Schedule I, and (C) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of Lender's rights under the Transaction Documents.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I; and

(b) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Patent License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security

Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. This Patent Security Agreement replaces the Original Patent Security Agreement in its entirety. This Patent Security Agreement is a Transaction Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns.

8. GOVERNING LAW. This Patent Security Agreement and all actions arising out of or in connection with this Patent Security Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions of the State of California or of any other state.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**NUVOSUN, INC.**, a California corporation

By: David Pearce  
Name: David Pearce  
Title: President & CEO

**LENDER:**

**ACCEPTED AND ACKNOWLEDGED BY:**  
**DENMERCO, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

LEGAL\_US\_W # 65611953.3

**PATENT**  
**REEL: 026645 FRAME: 0312**

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**NUVOSUN, INC.**, a California corporation

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

Name:

Title:

**LENDER:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**DENMERCO, INC.**, a Delaware corporation

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

Name: *Monty Bayer*

Title: *President*

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

LEGAL\_US\_W#63611953.3

**PATENT**  
**REEL: 026645 FRAME: 0313**

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**

**Patents**

<b>Grantor</b>	<b>Country</b>	<b>Patent</b>	<b>Application/ Patent No.</b>	<b>Filing Date</b>
NuvoSun, Inc.	USA	Target Utilization	12753814	April 2, 2010
NuvoSun, Inc.	USA	Solar Cells	12793617	January 3, 2010
NuvoSun, Inc.	USA	Flexible Solar Cells	61312620	March 3, 2010
NuvoSun, Inc.	USA	Low Wind Resistance Self Ballasting Solar Module Mounting System	61459017	December 6, 2010
NuvoSun, Inc.	USA	LWS Solar Module Mounting System	61460830	January 10, 2011
NuvoSun, Inc.	USA	High Temperature Protective Coating for Flexible Solar Cells	61461324	January 18, 2011
NuvoSun, Inc.	USA	Large Shingle-Like Solar Module Roofing Systems	61516274	April 1, 2011



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**Patent Licenses**

1. License Agreement between NuvoSun, Inc., The Dow Chemical Company and Dow Global Technologies Inc. dated as of January 8, 2010.
2. The Joint Development Agreement between the Dow Chemical Company and NuvoSun, Inc. dated October 26, 2010.