

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CALISOLAR INC.	10/25/2011
RECEIVING PARTY DATA	
Name:	GOLD HILL CAPITAL 2008, LP
Street Address:	One Almaden Blvd.
Internal Address:	Suite 630
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
PROPERTY NUMBERS Total: 18	
Property Type	Number
Patent Number:	8008107
Patent Number:	7955433
Patent Number:	7887633
Patent Number:	7651566
Application Number:	13034956
Application Number:	12954498
Application Number:	12647286
Application Number:	12647201
Application Number:	12770688
Application Number:	12703727
Application Number:	12456398
Application Number:	12456404
Application Number:	12456378
Application Number:	12618577

501702536

PATENT
REEL: 027119 FRAME: 0928

CH \$720.00 8008107

Application Number:	12045259
Application Number:	11676095
Application Number:	11700391
Application Number:	11736390

CORRESPONDENCE DATA

Fax Number: (858)550-6420

Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Erin O'Brien

Address Line 1: c/o Cooley LLP

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Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305623-106 CALISOLAR
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NAME OF SUBMITTER:	Erin O'Brien
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 25, 2011 by and between GOLD HILL CAPITAL 2008, LP, a Delaware limited partnership ("Lender") and CALISOLAR INC., a Delaware corporation ("Borrower").

RECITALS

Borrower and Lender are parties to that certain Loan and Security Agreement dated as of August 25, 2010 and as amended from time to time including without limitation by that certain First Amendment to Loan and Security Agreement dated as of December 2, 2010, that certain Second Amendment to Loan and Security Agreement dated as of December 29, 2010, and that certain Third Amendment to Loan and Security Agreement dated as of April 26, 2011 (collectively, the "Loan Agreement"). The parties propose to enter into that certain Fourth Amendment to Loan and Security Agreement dated as of even date herewith (the "Amendment"). Lender is willing to enter into the Amendment only upon the condition, among others, that Borrower shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Loan Agreement.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

Address of Borrower:

985 Almanor Avenue
Sunnyvale, CA 94086
Attn: Chief Executive Officer

CALISOLAR INC.

By: 

Name: SAMUEL B. SMITH

Title: C.E.O.

LENDER:

Address of Lender:

One Almaden Blvd., Suite 630
San Jose, CA 95113
Attn: Sean Lynden / Alex Choy

GOLD HILL CAPITAL 2008, L.P.

By: 

Name: Alex Choy

Title: Associate
Gold Hill Capital

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

EXHIBIT B

<u>Description</u>	Patents	
	Patent /Application <u>Number</u>	Issue /Application/Publication <u>Date</u>
SEMICONDUCTOR WAFER PRE- PROCESS ANNEALING AND GETTERING METHOD AND SYSTEM FOR SOLAR CELL FORMATION	8,008,107	8/30/2011
	11/648,127	
METHOD AND SYSTEM FOR FORMING A SILICON INGOT USING A LOW GRADE SILICON FEEDSTOCK	7,955,433	6/7/2011
	11/828,734	
GERMANIUM-ENRICHED SILICON MATERIAL FOR MAKING SOLAR CELLS	7,887,633	2/15/2011
	12/140,104	
METHOD AND SYSTEM FOR CONTROLLING RESISTIVITY IN INGOTS MADE OF COMPENSATED FEEDSTOCK SILICON	7,651,566	6/27/2007
	11/769,109	
METHOD AND SYSTEM FOR FORMING A SILICON INGOT USING A LOW- GRADE SILICON FEEDSTOCK	2011/0211995	2/25/2011
	13/034,956	
GERMANIUM ENRICHED SILICON MATERIAL FOR MAKING SOLAR CELLS	2011/0126758	11/24/2010
	12/954,498	
POLARIZATION RESISTANT SOLAR CELL DESIGN USING AN OXYGEN-RICH INTERFACE LAYER	2011/0094575	12/24/2009
	12/647,286	
POLARIZATION RESISTANT SOLAR CELL DESIGN USING SICN	2011/0094574	12/24/2009
	12/647,201	
QUALITY CONTROL PROCESS FOR UMG-SI FEEDSTOCK	2010/0327890	4/29/2010
	12/770,688	
PROCESS CONTROL FOR UMG-SI MATERIAL PURIFICATION	2010/0310445	2/10/2010
	12/703,727	
BIFACIAL SOLAR CELLS WITH BACK SURFACE REFLECTOR	2010/0275995	6/15/2009
	12/456,398	
BIFACIAL SOLAR CELLS WITH BACK SURFACE DOPING	2010/0275984	6/15/2009
	12/456,404	
BIFACIAL SOLAR CELLS WITH OVERLAID BACK GRID SURFACE	2010/0275983	6/15/2009
	12/456,378	
METHOD AND SYSTEM FOR CONTROLLING RESISTIVITY IN INGOTS MADE OF COMPENSATED FEEDSTOCK SILICON	2010/0258768	11/13/2009
	12/618,577	

<u>Description</u>	<u>Patent /Application Number</u>	<u>Issue /Application/Publication Date</u>
SOLAR CELL AND FABRICATION METHOD USING CRYSTALLINE SILICON BASED ON LOWER GRADE FEEDSTOCK MATERIALS	2009/0223549 12/045,259	3/10/2008
METHOD AND SYSTEM FOR REMOVING IMPURITIES FROM LOW-GRADE CRYSTALLINE SILICON WAFERS	2008/0197454 11/676,095	2/16/2007
METHOD AND SYSTEM FOR FORMING A HIGHER PURITY SEMICONDUCTOR INGOT USING LOW PURITY SEMICONDUCTOR FEEDSTOCK	2008/0178793 11/700,391	1/31/2007
LARGE GRAIN, MULTI-CRYSTALLINE SEMICONDUCTOR INGOT FORMATION METHOD AND SYSTEM	2008/0257254 11/736,390	4/17/2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CALISOLAR (and design)	3,644,734	06/23/09
CALISOLAR	3,548,405	12/16/08