

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 CANADA 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: 11

Property Type	Number
Patent Number:	7727503
Patent Number:	7883680
Patent Number:	7959730
Application Number:	12530993
Application Number:	12670263
Application Number:	12716889
Application Number:	12729561
Application Number:	13017786
Application Number:	13158626
Application Number:	12760222
Application Number:	12947936

CORRESPONDENCE DATA

Fax Number: (858)550-6420

Phone: 858-550-6403

501702538

PATENT  
REEL: 027119 FRAME: 0936

CH \$440.00 7727503

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

Address Line 2: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

305623-106 CALISOLAR CAN

NAME OF SUBMITTER:

Erin O'Brien

Total Attachments: 5

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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 CANADA INC., formerly known as 6N Silicon Inc., a Canadian corporation formed under the laws of the province of Ontario ("Grantor").

### RECITALS

CALISOLAR INC., a Delaware corporation ("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"). Grantor has entered into an Unconditional Guarantee dated as of November 23, 2010 in favor of Lender with respect to the present and future obligations of Borrower to Lender (the "Guarantee"), and that certain General Security Agreement dated as of November 23, 2010, as each may be amended from time to time. Borrower and Lender propose to enter into that certain Fourth Amendment to Loan and Security Agreement dated as of even date herewith (the "Amendment"). In connection therewith, Grantor grants to Lender a security interest in all of Grantor's intellectual property to secure the obligations of Grantor under the Guarantee.

All terms used without definition in this Agreement shall have the meaning assigned to them in the Loan Agreement. All terms used without definition in this Agreement or in the Loan Agreement shall have the meaning assigned to them in the Uniform Commercial Code.

NOW, THEREFORE, Grantor agrees as follows:

### AGREEMENT

To secure its obligations under the Guarantee and under any other agreement now existing or hereafter arising between Grantor and Lender, Grantor grants to Lender a security interest in all of Grantor'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. Grantor 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:

Address of Grantor:

1 Royal Gate Blvd, Unit B  
Vaughan, ON  
L4L 8Z7  
Attn: C.S.D.

GRANTOR:

CALISOLAR CANADA INC.

By: 

Name: SEAN LYNDEN

Title: V.P. General Counsel

Calisolar Inc., as sole member owner of Calisolar Canada Inc.

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

Patents

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application/Publication Date</u>
METHOD FOR PURIFYING SILICON	7,727,503 12/288,857	10/23/2008
METHOD FOR PURIFYING SILICON	7,883,680 12/784,576	5/21/2010
METHOD FOR PROCESSING SILICON POWDER TO OBTAIN SILICON CRYSTALS	7,959,730 12/244,839	10/03/2008
METHOD FOR REMOVING PHOSPHOROUS AND BORON FROM ALUMINIUM SILICON ALLOY FOR USE IN PURIFYING SILICON	2010/0254879 12/530,993	3/03/2010
USE OF ACID WASHING TO PROVIDE PURIFIED SILICON CRYSTALS	2010/0329959 12/670,263	9/10/2010
CRUCIBLE AND METHOD FOR FURNACE CAPACITY UTILIZATION	2011/0210470 12/716,889	3/03/2010
METHOD OF PURIFYING SILICON UTILIZING CASCADING PROCESS	2011/0044877 12/729,561	3/23/2010
METHOD FOR PURIFYING SILICON	2011/0129405 13/017,786	1/31/2011
METHOD FOR PROCESSING SILICON POWDER TO OBTAIN SILICON CRYSTALS	2011/0236290 13/158,626	6/13/2011
CASCADING PURIFICATION	12/760,222	4/14/10
APPARATUS AND METHOD FOR DIRECTIONAL SOLIDIFICATION OF SILICON	12/947,936	11/17/10

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
6N Silicon Inc.	3,832,374	08/10/10
6N (and design)	3,828,766	08/03/10