

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
ERIC COLE	05/25/2011
RECEIVING PARTY DATA	
Name:	THE SOLARIA CORPORATION
Street Address:	6200 PASEO PADRE PARKWAY
City:	FREMONT
State/Country:	CALIFORNIA
Postal Code:	94555
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6008449
Application Number:	61142251
Application Number:	61419991
Application Number:	61441308
Application Number:	61489706
Application Number:	61489707
CORRESPONDENCE DATA	
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PATENT
REEL: 027191 FRAME: 0604

ATTORNEY DOCKET NUMBER:	313306-100
NAME OF SUBMITTER:	William S. Galliani-bj
Total Attachments: 3 source=Cole-Solaria_05-25-11_LicenseAgt#page1.tif source=Cole-Solaria_05-25-11_LicenseAgt#page2.tif source=Cole-Solaria_05-25-11_LicenseAgt#page3.tif	

SHORT FORM LICENSE AGREEMENT

This LICENSE AGREEMENT (this “**Agreement**”) is entered into effective as of May 25, 2011 (the “**Effective Date**”) between Eric Cole (“**Licensor**”) and The Solaria Corporation (“**Licensee**”).

BACKGROUND

A. WHEREAS, Licensee and Licensor have entered into an Exclusive Patent License Agreement dated May 25, 2011 (the “**License Agreement**”) pursuant to which Licensor has granted to Licensee a license to certain patents and patent applications including those listed in Exhibit A; and

B. WHEREAS, the parties have agreed that Licensee may record a copy of this Agreement, which is a shorter version of the License Agreement, with the U.S. Patent and Trademark Office.

In consideration of the mutual promises and consideration set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. DEFINITIONS. As used in this Agreement:

1.1 “License” means the license granted to Licensee in Section 2.1 (License Grant).

1.2 “Licensed Patents” means: (a) the patents and patent applications listed in the attached Exhibit A (Patents and Patent Applications); (b) any and all patents issuing or claiming priority from any of the patents and patent applications listed in Exhibit A, including continuations, continuations-in-part, divisionals, reexaminations, and reissues thereof; (c) foreign counterparts of the patents and patent applications listed in Exhibit A and described in clause (b); and (d) any and all patents and patent applications that (i) are owned by Licensor at any time during the term of this Agreement, and (ii) are necessary to practice any of the inventions claimed in the patents and patent applications listed in Exhibit A or described in clause (b) or that relate to low concentration photo voltaic design.

1.3 “Licensed Method” means any method or process that, if used or performed by the Licensee without the License, would infringe one or more claims of a Licensed Patent.

1.4 “Licensed Product” means any product or component thereof that (i) would infringe one or more claims of a Licensed Patent without the License, (ii) is manufactured using a Licensed Method, (iii) when used, performs a Licensed Method, or (iv) otherwise includes or utilizes any Licensed IP.

2. LICENSES

2.1 License Grant. Licensor hereby grants to Licensee, a royalty-bearing, exclusive (without any reservation by Licensor) license, under the Licensed Patents, to: (a) use, develop, make, have made, sell, offer to sell and import any Licensed Product; (b) use any method or process in manufacturing Licensed Products; (c) use and perform any Licensed Method; and (d) otherwise practice the claimed inventions in every manner.

2.2 Duration of License. Subject to early termination in accordance with the terms of the License Agreement, the Agreement shall be effective for as long as any portion of the Licensed IP is enforceable.

3. GENERAL

3.1 Governing Law. This Agreement, and the rights and liabilities of the parties with respect to this Agreement and its subject matter, shall be governed by the laws of the State of California, without reference to the principles of conflicts of laws thereof.


3.2 Waiver. The failure of either Party at any time to enforce any provisions of this Agreement or to exercise any right or remedy shall not be construed to be a waiver of such provisions or of such rights or remedy or the right of such Party thereafter to enforce each and every provision, right or remedy.

3.3 Amendment. This Agreement may be amended only by a written instrument signed by the duly authorized representatives of both of the parties.

3.4 Order of Precedence. In the event of any conflict between this Agreement and the License Agreement, the License Agreement will control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Effective Date.

ERIC COLE

By: 
Name: Eric D. Cole
Title: _____

THE SOLARIA CORPORATION

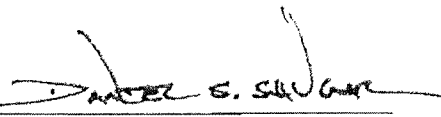
By: 
Name: DANIEL S. SHUGAR
Title: CEO

EXHIBIT A**PATENTS AND PATENT APPLICATIONS**

COUNTRY	PATENT NO. OR SERIAL NO.	FILING DATE AND ISSUE DATE (IF PATENT)	TITLE	INVENTOR(S)
United States	6008449	8/19/1997 12/18/1999	Reflective Concentrating Solar Cell Assembly	Eric Cole
Australia	753049	8/17/1998 5/8/2003	Reflective Concentrating Solar Cell Assembly	Eric Cole
India	2417/DEL/98	8/18/1998 10/08/2007	A Solar Cell Apparatus	Eric Cole
Mexico	214679	8/17/1998 6/9/2003	Reflective Concentrating Solar Cell Assembly	Eric Cole
EU	EP1019969	8/17/1998 Pending	Reflective Concentrating Solar Cell Assembly	Eric Cole
US	61/142251	12/06/2010	Freestanding Composite Solar Encapsulation Film and Method of Making	Eric Cole
US	61/419991	12/09/2010	Solar Cell Stringing Method	Eric Cole
US	61/441308	2/10/2011	Polymer Resins for Solar Module Internal Components	Eric Cole
US	61/489706	5/25/2011	Integrated Solar Module Manufacturing Method	Eric Cole
US	61/489707	5/25/2011	Method of Cutting Solar Cell Strips	Eric Cole