12/12/2011



Form PTO-1595 (Rev. 03-11) OMB No. 0651-0027 (exp. 03/31/20)

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U.S.	DEPARTMENT O	F COMMER	CE
nited	States Patent and	Trademark	Office

PATENTS ONLY				
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)			
Konarka Technologies, Inc.	Name: Massachusetts Development Finance Agency			
	Internal Address:			
Additional name(s) of conveying party(ies) attached? Yes X No. 3. Nature of conveyance/Execution Date(s):	Street Address: 160 Federal Street			
Execution Date(s) October 4, 2011	Street Address. 100 Factor Street			
Assignment AMENAMENT Merger X Security Agreement Change of Name	City: Boston			
	Only			
Joint Research Agreement	State: Massachusetts			
Government Interest Assignment	Country: USA Zip: 02110			
Executive Order 9424, Confirmatory License	County.			
Other	Additional name(s) & address(es) attached? Yes X No			
4. Application or patent number(s):	document is being filed together with a new application.			
A. Patent Application No.(s)	B. Patent No.(s)			
	tached? X Yes No			
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 54			
Name: Gary M. Markoff				
	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 2,160.00			
Internal Address:				
	Authorized to be charged to deposit account			
Street Address: Sherin and Lodgen LLP	X Enclosed			
101 Federal Street	None required (government interest not affecting title)			
City: Boston	8. Payment Information			
State: Massachusetts Zip: 02110				
Phone Number: (617) 646-2141				
Fax Number: (617) 646-2222	Deposit Account Number			
Email Address: gmmarkoff@sherin.com	Authorized User Name			
9. Signature:	12/2/			
Signature				
Seth A. Malamut	Total number of pages including cover			
Name of Person Signing	sheet, attachments, and documents:			
Documents to be recorded (including cover shee	t) should be faved to (571) 273-0140, or mailed to			

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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Schedule A to Grant of Security Interest in Patents

Application # 55	Patent.#	Publication#
10351265*	NONE	US20030192585
10350912	6900382	US20040025933
10351298	6924427	US20050067006
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11734118	NONE	US20080006324
11734126*	NONE	US20070267055
11765293*	NONE	US20070289626

SVI-98074v1

Application #	Patent #	Publication #
11780951	NONE	US20070295400
12061267	NONE	US20080236657
12109828	NONE	US20080264488
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10350913	6858158	US20040025934
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10395823	7022910	US20030132383
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11141979	7329709	US20050279399
10350812	7351907	US20030189402
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11184463	7413997	US20060024936
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11363643	7466376	US20060216610
11127439	7476278	US20050270010 US20050272263
11508035	7522329	US20070115399
11952577	7544747	US20080105852
11311805	7572396	US20060103832
11033217	7586035	US20050189014
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11086826	7622667	US20050211294
11515418	7745724	US20070089779
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11134921	7781672	US20050263179

Application #	s Patent #	₹ Publication # :::
11450521	7781673	US20070158620
11374329	7825326	US20070062577
11134872	7829781	US20050263178
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11851559	8008421	US20080087324
11851591	8008424	US20080121281
10/505,106*	None	US20050156910
PCT/US08/84550*	None	WO2009/070534
PCT/US2010/035761	None	WO2009/070334 WO2010/138414
PCT/US2008/69591*	None	WO2009/009634
10/351,260*	None	None
10/351,249*	None	None
10/918,806*	None	US20050019414
10/897,268*	None	US20050045851
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60/664,162*	None	None
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60/762,440*	None	None
60/780,559*	None	None
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13/191,264	None	None
61/041,367*	None	None
PCT/US11/31362	None	None
60/974,118*	None	None
13/106,068	None	US20110220188
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13/257,172	None	None
PCT/US11/27722	None	WO2011/112701
61/334,232*	None	None
61/363.549*	None	None
PCT/US11/20227	None	WO2011/085004
PCT/US11/40884	None	None
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61/479,934	None	None
61/483,825	None	None
61/510,113	None	None
61/522,558	None	None
10/486,116	7196834	US20040233502
10/100,110	11/00/7	

Application # 🔩	Patent # a	Publication #
10/509,935*	None	US20060011233
10/258,713*	None	US20060107996
12/955,328*	None	None
10/258,708	6933436	US20040094196
10/258,709	6812399	US20030159729

^{*} Abandoned applications

AMENDMENT TO SECURITY AGREEMENT

This AMENDMENT TO SECURITY AGREEMENT (this "Amendment") is executed as of the 5th day of October, 2011, by and between Konarka Technologies, Inc., a Delaware corporation with its chief executive office presently at 100 John Street, Lowell, Massachusetts 01852 ("Borrower" or "Grantor"), and MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, a body politic and corporate created by Chapter 289 of The Acts of 1998 and established under Massachusetts General Laws Chapter 23G as amended, with its principal offices at 160 Federal Street, Boston, Massachusetts 02110 ("MassDevelopment").

RECITALS

- A. Pursuant to that certain Security Agreement dated as of February 9, 2009 (as the same may be amended from time to time, the "Security Agreement"), Borrower granted MassDevelopment a security interest in certain Equipment (as defined in the Security Agreement) in connection with a certain \$5,000,000 loan from MassDevelopment to Borrower evidenced by that certain Promissory Note dated as of February 9, 2009 issued by Borrower in favor of MassDevelopment (as the same may be amended from time to time, the "Note").
- B. Borrower and MassDevelopment have agreed to amend the Security Agreement to expand the collateral securing the Note.
- C. Capitalized terms used but not defined herein shall the meaning set forth in the Security Agreement.

AMENDMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and MassDevelopment hereby amend the Security Agreement as follows:

- 1. Section 2(a) of the Security Agreement is hereby deleted in its entirety and is replaced by the following:
- "Borrower hereby grants to MassDevelopment a continuing and exclusive first priority security interest in the equipment (collectively, the "Equipment") listed on Schedule A attached hereto, and the proceeds thereof to the extent the same is not replaced with equipment of equal value, and a new second priority security interest in all other assets of the Borrower (together with the Equipment, the 'Collateral') described on Schedule C attached hereto." The Borrower hereby authorizes MassDevelopment to file a UCC-3 Financing Statement to perfect the security interests granted by this Amendment.
- 2. Section 3 of the Security Agreement is hereby amended by inserting the words, "to the extent feasible," at the beginning of said section.
- 3. Schedule C, attached hereto and made part hereof is hereby added to the Security Agreement as Schedule C.

- 4. Notwithstanding anything herein to the contrary, the security interest granted under the Security Agreement and this Amendment and the exercise of any right or remedy by MassDevelopment thereunder are subject to the provisions of the Intercreditor Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between MassDevelopment and Total Gas & Power USA (SAS). If there is a conflict between the terms of the Intercreditor Agreement and the Security Agreement or Amendment, the terms of the Intercreditor Agreement will control. Except as amended hereby the Security Agreement remains unchanged and is hereby ratified and affirmed in all other respects.
- 5. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof.
- 6. This Amendment may be executed in several counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

(SIGNATURES ON FOLLOWNIG PAGE)

•	
BORROWER:	MASSDEVELOPMENT:
KONARKA TECHNOLOGIES, INC.	MASSACHUSETTS DEVELOPMENT FINANCE AGENCY
Ву:	By: Laure J Carty
Name: Title:	Name: Title: Laura L. Caster
Hereunto Duly Authorized	Hereunto Duly Authorized Hereunto Duly Authorized

Executed under seal as of the date first set forth above.

Executed under seal as of the date first set forth above.

BORROWER:

MASSDEVELOPMENT:

KONARKA TECHNOLOGIES, INC.

MASSACHUSETTS DEVELOPMENT FINANCE AGENCY

Ву:____

Name: Howard Berke Title: Executive Chairman Hereunto Duly Authorized By: ______

Title:

Hereunto Duly Authorized

(Signature Page to Amendment to Security Agreement)

SCHEDULE C

- (A) (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on the attached Schedule 1 and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof and (d) all rights corresponding thereto throughout the world (collectively, "Patents"), (ii) registered trademarks, trademark registrations, trade names and trademark applications, registered service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on the attached Schedule 2 and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof and (d) all rights corresponding thereto throughout the world (collectively, "Trademarks"), (iii) license agreements of the Grantor with any other party, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on the attached Schedule 3 and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (collectively, the "Licenses") and (iv) the goodwill of the Grantor's business, including, without limitation, all goodwill connected with and symbolized by the Trademarks (the Collateral set forth in clauses (i) through (iv) above, collectively the "Intellectual Property");
- (B) all accounts, accounts receivable, contract rights, rights to payment, chattel paper, letters of credit, documents, securities, money and instruments and investment property, whether held directly or through a securities intermediary, other obligations of any kind owed to the Grantor, however evidenced, and all commercial tort claims;
- (C) all inventory, including, without limitation, all materials, raw materials, parts, components, work in progress, finished goods, merchandise, supplies, and all other goods which are held for sale, lease or other disposition or furnished under contracts of service or consumed in the Grantor's business, including, without limitation, those held for display or demonstration or out on lease or consignment;
- (D) all equipment other than the Equipment, including, without limitation, all machinery, furniture, furnishings, fixtures, trade fixtures, tools, parts and supplies, automobiles, trucks, tractors and other vehicles, appliances, computer and other electronic data processing equipment and other office equipment, computer

programs and related data processing software, and all additions, substitutions, replacements, parts, accessories, and accessions to and for the foregoing;

- (E) (i) all ownership, equity or other similar interests of the Grantor in the Persons listed on the attached Schedule 4 (collectively, the "Pledged Entities" and each, a "Pledged Entity"), including shares of capital stock, limited liability company membership interests and partnership interests (the "Pledged Interests"), (ii) all certificates, instruments, writings and securities evidencing the Pledged Interests, (iii) the operating agreements or other organizational documents of each Pledged Entity (the "Foundational Documents"), and all options or other rights to acquire any capital stock, membership or other interests under such Foundational Documents and (iv) all dividends, distributions, capital, profits and surplus and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Interests;
- (F) all deposits and deposit accounts with any bank, financial institution or similar organization (including, without limitation, the Controlled Account, but excluding any deposit account used for payroll, withholding taxes, employee benefits, or other trust account purposes) and all funds and amounts therein, and whether or not held in trust, or in custody or safekeeping, or otherwise restricted or designated for a particular purpose;
- (G) all general intangibles and other personal property of the Grantor, including, without limitation, (i) all tax and other refunds, rebates or credits of every kind and nature to which the Grantor is now or hereafter may become entitled, (ii) all goodwill, choses in action and causes of action, (iii) all interests in limited and general partnerships and limited liability companies and (iv) all indemnity agreements, guaranties, insurance policies, insurance claims, and other contractual, equitable and legal rights of whatever kind or nature;
- (H) all books, records and other written, electronic or other documentation in whatever form maintained by or for the Grantor in connection with the ownership of its assets or the conduct of its business or evidencing or containing information relating to the foregoing; and
- (I) all products and proceeds, including insurance proceeds, of any and all of the foregoing.

The security interest granted hereunder shall not attach to any interest, contract, property right or agreement to which the Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or a default under, any such interest, contract, property right or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) or any other applicable law (including the United States Bankruptcy Code, 11 U.S.C. §§101-1330) or principles of equity).

Schedule A to Grant of Security Interest in Patents

Application # 35	Patent # ~	🧽 Publication # 🔏
10351265*	NONE	US20030192585
10351263	6900382	US20040025933
	6924427	US20050067006
10351298 10351264	7186911	US20030007000 US20040031520
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11734093	NONE	US20070246094
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11765293*	NONE	US20070289626
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Application # Application	Patent # %	Publication #
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12061267	NONE	US20080236657
12109828	NONE	US20080264488
12227099	NONE	US20090220681
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Application # 6.2.	Patent #	Publication #
11450521	7781673	US20070158620
11374329	7825326	US20070062577
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10515159	7871543	US20060011894
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12503721	7932124	US20100015752
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11777362	7982055	US20090018348
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10/505,106*	None	US20050156910
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PCT/US2010/035761	None	WO2010/138414
PCT/US2008/69591*	None	WO2009/009634
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10/918,806*	None	US20050019414
10/897,268*	None	US20050045851
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13/191,264	None	None
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PCT/US11/31362	None	None
60/974,118*	None	None
13/106,068	None	US20110220188
PCT/US2010/020759	None	WO2010/083161
13/257,172	None	None
PCT/US11/27722	None	WO2011/112701
61/334,232*	None	None
61/363.549*	None	None
PCT/US11/20227	None	WO2011/085004
PCT/US11/40884	None	None
PCT/US11/49942	None	None
PCT/US2010/58898*	None	None
61/439,122	None	None
61/479,934	None	None
61/483,825	None	None
61/510,113	None	None
61/522,558	None	None
10/486,116	7196834	US20040233502

Application # 😹	Patent #	Publication # 🔐
10/509,935*	None	US20060011233
10/258,713*	None	US20060107996
12/955,328*	None	None
10/258,708	6933436	US20040094196
10/258,709	6812399	US20030159729

* Abandoned applications

SVI-98074v1

RECORDED: 10/17/2011