

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNMENT																										
CONVEYING PARTY DATA																											
<table border="1"> <tr> <th>Name</th> <th>Execution Date</th> </tr> <tr> <td>Silicon Valley Bank, a California state-chartered bank, attorney-in-fact for Southwest Windpower, Inc., a Delaware corporation</td> <td>07/02/2013</td> </tr> </table>	Name	Execution Date	Silicon Valley Bank, a California state-chartered bank, attorney-in-fact for Southwest Windpower, Inc., a Delaware corporation	07/02/2013																							
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RECEIVING PARTY DATA																											
<table border="1"> <tr> <td>Name:</td> <td>Xzeres Corp.</td> </tr> <tr> <td>Street Address:</td> <td>9025 SW Hillman Court, Suite 3126</td> </tr> <tr> <td>City:</td> <td>Wilsonville</td> </tr> <tr> <td>State/Country:</td> <td>OREGON</td> </tr> <tr> <td>Postal Code:</td> <td>97070</td> </tr> </table>	Name:	Xzeres Corp.	Street Address:	9025 SW Hillman Court, Suite 3126	City:	Wilsonville	State/Country:	OREGON	Postal Code:	97070																	
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PROPERTY NUMBERS Total: 12																											
<table border="1"> <tr> <th>Property Type</th> <th>Number</th> </tr> <tr> <td>Patent Number:</td> <td>5746576</td> </tr> <tr> <td>Patent Number:</td> <td>6703718</td> </tr> <tr> <td>Patent Number:</td> <td>7420288</td> </tr> <tr> <td>Patent Number:</td> <td>8018081</td> </tr> <tr> <td>Patent Number:</td> <td>7573146</td> </tr> <tr> <td>Application Number:</td> <td>12497096</td> </tr> <tr> <td>Application Number:</td> <td>13550265</td> </tr> <tr> <td>Application Number:</td> <td>61650959</td> </tr> <tr> <td>Application Number:</td> <td>61650973</td> </tr> <tr> <td>Application Number:</td> <td>61650975</td> </tr> <tr> <td>Patent Number:</td> <td>4767939</td> </tr> <tr> <td>Application Number:</td> <td>11976201</td> </tr> </table>	Property Type	Number	Patent Number:	5746576	Patent Number:	6703718	Patent Number:	7420288	Patent Number:	8018081	Patent Number:	7573146	Application Number:	12497096	Application Number:	13550265	Application Number:	61650959	Application Number:	61650973	Application Number:	61650975	Patent Number:	4767939	Application Number:	11976201	
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Application Number:	61650975																										
Patent Number:	4767939																										
Application Number:	11976201																										
CORRESPONDENCE DATA																											
Fax Number:	7204887711																										

OP \$480.00 5746576

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

Phone: 503-388-7350
Email: echarlesworth@bsblawyers.com
Correspondent Name: Xzeres Corp.
Address Line 1: 9025 SW Hillman Court, Suite 3126
Address Line 4: Wilsonville, OREGON 97070

ATTORNEY DOCKET NUMBER:	1299.035
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NAME OF SUBMITTER:	Emily J. Charlesworth, Esq.
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Signature:	/ejc/
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Date:	07/09/2013
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Total Attachments: 13

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RECORDATION FORM COVER SHEET
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)

Silicon Valley Bank (See attached sheet)

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 2, 2013

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Xzeres Corp., a Nevada corporation

Internal Address: _____

Street Address: 9025 SW Hillman Court, Suite 3126

City: Wilsonville

State: Oregon

Country: USA Zip: 97070

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See attached sheet

See attached sheet

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Xzeres Corp.

Internal Address: _____

Street Address: 9025 SW Hillman Court, Suite 3126

City: Wilsonville

State: Oregon Zip: 97070

Phone Number: 503-388-7350

Docket Number: _____

Email Address: dhofflich@yahoo.com

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

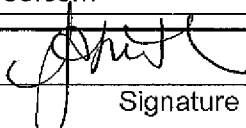
- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

July 3, 2013

Date

Emily J. Charlesworth, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

13

Documents to be recorded (including cover sheet) should be faxed 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

Item 1. Conveying Party(ies)

Silicon Valley Bank, a California state-chartered bank, attorney-in-fact for Southwest Windpower, Inc., a Delaware corporation.

Item 4. Application Numbers(s) or Patent Number(s)

Application Numbers	Patent Numbers
	#5,746,576
	#6,703,718
	#7,420,288
	#8,018,081
	#7,573,146
12/497,096	
13/550,265	
61/650,959	
61/650,973	
61/650,975	
	#4,767,939
11/976,201	

00263831

LIMITED POWER OF ATTORNEY

THIS LIMITED POWER OF ATTORNEY is entered into and delivered, effective the 2nd day of July, 2013, by SOUTHWEST WINDPOWER, INC., a Delaware corporation ("Grantor"), to and for the benefit of SILICON VALLEY BANK ("Bank").

Grantor and Bank entered into that certain Intellectual Property Security Agreement (together with all documents and filings related thereto, the "IP Security Agreement"), pursuant to which Grantor granted and pledged to Bank a security interest in the Intellectual Property Collateral (as defined in the IP Security Agreement), consisting of copyrights, patents, trademarks and intellectual property related thereto. Bank, for itself and on behalf of Grantor, is entering into that certain Secured Creditor Asset Purchase Agreement Private UCC Sale dated July 2, 2013 (the "Sale Agreement"), pursuant to which Bank agrees to sell assets, including the Intellectual Property Collateral, to XZERES CORP., a Nevada corporation ("Purchaser"), as more particularly set forth in the Sale Agreement.

In order to facilitate the terms of the Sale Agreement and the assignment and conveyance of the Intellectual Property Collateral as set forth therein, Grantor does hereby make, constitute, appoint and employ Bank, and Bank's agents and advisors, as the attorney-in-fact (the "Attorney-in-Fact") for Grantor and does grant the Attorney-in-Fact the power to act individually, with full power of substitution, in the name, place and stead of Grantor for the following limited purposes:

To negotiate, create, prepare, complete, execute, file and deliver any and all instruments, agreements and other documents as may be required or necessary in the sole determination of the Attorney-in-Fact to transfer, assign and convey any or all of the Intellectual Property Collateral to the Purchaser, including, without limitation, the completion, execution and filing with the United States Patent and Trademark Office of such assignments and other documents containing such terms and provisions as the Attorney-in-Fact may think proper, necessary or advisable to accomplish the above-stated purpose.

Grantor intends that this Limited Power of Attorney be coupled with an interest. Grantor declares this Limited Power of Attorney to be irrevocable and to survive any merger, liquidation, consolidation, conversion, dissolution or similar transaction of Grantor and renounces all right to revoke it or to appoint another person to perform the actions referred to in this Limited Power of Attorney.

Grantor agrees and represents to those dealing with Grantor's Attorney-in-Fact that this Limited Power of Attorney shall be effective as of the close of business on July 1, 2013. This Limited Power of Attorney shall be binding upon the successors and assigns of Grantor.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Limited Power of Attorney to be executed by a duly authorized representative of Grantor effective as of the date first set forth above.

GRANTOR:

SOUTHWEST WINDPOWER, INC.,
a Delaware corporation

By: 
Name: Dixon Thayer
Title: Chairman

Maine
STATE OF ~~COLORADO~~)
COUNTY OF Lincoln) SS

This instrument was acknowledged before me on the 2nd day of July, 2013, by Dixon Thayer, as the Chairman of Southwest Windpower, Inc., a Delaware corporation.


(Notary Public)

My Commission Expires:
263479

June 28, 2018

Lynne M. Plourde
Notary Public, Maine
My Commission Expires, June 28, 2018

ASSIGNMENT OF PATENT RIGHTS

(Company to Company)

SILICON VALLEY BANK, a California State Chartered Bank ("Assignor"), for and on behalf of **SOUTHWEST WINDPOWER, INC.** ("SWI"), as authorized pursuant to Colorado Revised Statute § 4-9-617, has acquired the right and authority to transfer the entire right, title and interest in any and all Letters Patent(s) ("said patent(s)") and any Patent application(s) ("said application(s)"), including without limitation, those listed on the attached Schedule A, as well as any invention(s) ("said invention(s)") disclosed in said application(s) and said patent(s).

WHEREAS, **XZERES CORP.**, a Nevada corporation ("Assignee"), having its principal place of business at 9025 SW Hillman Ct., Suite 3126, Wilsonville, Oregon 97070, is desirous of acquiring, , the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), and the entire right, title, and interest in and to any Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s); and

WHEREAS, Assignee and Assignor are parties to the Secured Creditor Asset Purchase Agreement Private UCC Sale dated July 2, 2013 (the "Agreement"), pursuant to which Assignor has agreed to, among other things, sell and Assignee has agreed to purchase through a private sale under §4-9-610 of the Uniform Commercial Codes certain specified assets of SWI.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns SWI's entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), SWI's right to file applications on said invention(s), SWI's entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), including divisions, continuations, and continuations-in-part of said application(s), SWI's right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), the entire right, title and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s), SWI's entire right, title and interest in and to any and all reissues and extensions of said patent(s), and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by SWI had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor has good and full right and lawful authority to sell and

convey SWT's right, title and interest in said invention(s), said application(s), and said patent(s) in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said patent(s), any application claiming priority to said application(s), any reissue or extension of said patent(s), and any United States or foreign Letters Patent or Patents for said invention(s) or said application(s), including interference proceedings, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns provided such requests are reasonable;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns;

AND this Assignment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among Assignor and Assignee relating to the subject matter hereof, other than the Agreement. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts entered into and to be wholly performed within Colorado, without regard to conflicts of laws provisions thereof;

AND Assignee acknowledges that Assignor has made no representation or warranty concerning the assets transferred herein except as expressly set forth herein or in the Agreement. ASSIGNEE PURCHASES THE ASSETS "AS IS" AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assignee accepts the transferred assets subject to the terms of this Assignment, and subject to the terms, conditions, and warranties contained in the Agreement;

AND this Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

[Signatures on following page]

Date: July 2, 2013

ASSIGNOR:

SILICON VALLEY BANK

Pursuant to CRS § 9-617

For and on behalf of Southwest Windpower, Inc. a
Delaware corporation

By: 
Name: Sheila Colson
Its: Managing Director

ASSIGNEE:

XZERES CORP,
a Nevada corporation

By: _____
Name: Steve Shum
Its: CFO

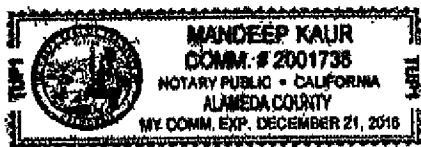
[acknowledgements on following page]

BSB#263431

STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

Before me, a Notary Public in and for the said county, personally appeared Sheila Colson as Managing Director of SILICON VALLEY BANK, known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this 2nd day of July, 2013.





NOTARY PUBLIC

STATE OF OREGON)
) SS
COUNTY OF CLACKAMAS)

Before me, a Notary Public in and for the said county, personally appeared Steve Shum as CFO of XZERES CORP, known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this 2nd day of July, 2013.

NOTARY PUBLIC

Date: July 2, 2013

ASSIGNOR:

SILICON VALLEY BANK

Pursuant to CRS § 9-617

For and on behalf of Southwest Windpower, Inc. a
Delaware corporation

By: _____

Name: Sheila Colson

Its: Managing Director

ASSIGNEE:

XZERES CORP,

a Nevada corporation

By: _____

Name: Steve Shum

Its: CFO

DSO/261431

[acknowledgements on following page]

3096281.1

STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

Before me, a Notary Public in and for the said county, personally appeared Sheila Colson as Managing Director of SILICON VALLEY BANK, known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this 2nd day of July, 2013.

NOTARY PUBLIC

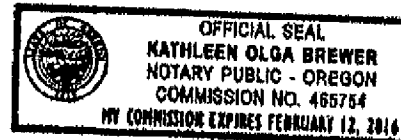
STATE OF OREGON)
) SS
COUNTY OF CLACKAMAS)

Before me, a Notary Public in and for the said county, personally appeared Steve Shum as CFO of XZERES CORP, known to me to be the person to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this 2nd day of July, 2013.

Kathleen O. Brewer

NOTARY PUBLIC



3096281.1

SCHEDULE A

SOUTHWEST WINDPOWER CURRENT U.S. APPLICATIONS						
COUNTRY	OUR FILE NO.	YOUR FILE NO.	APPLICATION NO.	APPLICATION TITLES	CURRENT STATUS	
US	SWWP 12.02	50320.1000	08/662,995	Wind Energy Conversion Device With Angled Governing Mechanism	GRANTED - Patent #5,746,576 Issued May 5, 1998	
US	SWWP 12.03	50320.0900	09/975,240	Wind Turbine Controller	GRANTED - Patent #6,703,718 Issued March 9, 2004	
US, Europe, India, Mexico	SWWP 12.04	50320.0300	11/487,343	Stall Controller And Triggering Condition Control Features For A Wind Turbine	GRANTED - Patent #7,420,288 Issued September 2, 2008	
US	SWWP 12.05	50320.0200	11/487,392	Wind Turbine And Method Of Manufacture	GRANTED - Patent #8,018,081 Issued September 13, 2011	
US	SWWP 12.06 DIV	50320.0317	12/181,108	Stall Controller And Triggering Condition Control Features For A Wind Turbine	GRANTED - Patent #7,573,146 Issued August 11, 2009	
US	SWWP 12.08 DIV	50320.0336	12/497,096	Stall Controller And Triggering Condition Control Features For A Wind Turbine	Issue Fee paid on July 17, 2012 to be Granted **Need Hull and Hap's signature	
US	SWWP 12.08 DIV CON	TBD	13/550,265	Stall Controller And Triggering Condition Control Features For A	Application filed on July 16, 2012	

US	SWWP 12.10 PROV	TBD			Wind Turbine	Provisional application filed May 23, 2012
US	SWWP 12.11 PROV	TBD	61/650,959	61/650,973	Scalable Wind Turbine Controller	Provisional application filed May 23, 2012
US	SWWP 12.12 PROV	TBD	61/650,975	61/650,975	Wind Turbine Controller Algorithm	Provisional application filed May 23, 2012
				12683577	Wind Turbine protection using relay circuit	Provisional application filed May 23, 2012
				11487343/12497096	Wind Turbine and Method of Manufacture	20100166567
				12181108	Stall Controller and Triggering Condition Control Features for a Wind Turbine	20100007145 Patent No. 7420288
					Stall Controller and Triggering Condition Control Features for a Wind Turbine	20090021022 Patent No. 7573146
					Stall Controller and Triggering Condition Control Features for a Wind Turbine	20070170724
				11487392	Wind Turbine and Method of Manufacture	20070013194
				MX/a/2008/009189	Stall Controller and Triggering Condition Control Features for a Wind Turbine	

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			565921	Wind Turbine and Method of Manufacture	
			5827/DELNP/2008	Stall Controller and Triggering Condition Control Features for a Wind Turbine	
				Wind Driven Electric Current Producer	Patent #476939 Reg/App Date: 8/30/88
			11/976,201	Method and System for Deriving Wind Speed in a Stall Controlled Wind Turbine	Reg/App Date: 10/22/07
			7,420/288	Stall Controller and Triggering Condition Control Features for a Wind Turbine	Reg/App Date: 7/17/06
			7,573,146	Stall Controller and Triggering Condition Control Features for a Wind Turbine	Reg/App Date: 8/11/09

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