

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2780668

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NANOSOLAR, INC.	12/23/2013

RECEIVING PARTY DATA

Name:	AERIS CAPITAL SUSTAINABLE IP LTD.
Street Address:	P.O. BOX 715
Internal Address:	C/O AVALON MANAGEMENT LIMITED, LANDMARK SQUARE, 1ST FLOOR, 64 EARTH CLOSE
City:	GRAND CAYMAN
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-1107

PROPERTY NUMBERS Total: 29

Property Type	Number
Application Number:	10719042
Application Number:	13271183
Application Number:	12175945
Application Number:	13766712
Application Number:	13099346
Application Number:	13190450
Application Number:	13799060
Application Number:	13799186
Application Number:	12813500
Application Number:	13154379
Application Number:	13154347
Application Number:	13180536
Application Number:	13670094
Application Number:	10719100
Application Number:	13660170
Application Number:	12901470
Application Number:	12605284
Application Number:	12698083
Application Number:	14101187

PATENT

Property Type	Number
Application Number:	14101202
Application Number:	14158678
Application Number:	13249178
Application Number:	12948732
Application Number:	12464835
Application Number:	14022059
Application Number:	12986151
Application Number:	11740915
Application Number:	13274298
Application Number:	12882184

CORRESPONDENCE DATA

Fax Number: (510)668-0239

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

Phone: 5106680965

Email: josh@jdipatent.com

Correspondent Name: JOSHUA D. ISENBERG JDI PATENT

Address Line 1: 809 CORPORATE WAY

Address Line 4: FREMONT, CALIFORNIA 94539

NAME OF SUBMITTER:	JOSHUA D. ISENBERG
SIGNATURE:	/Joshua D. Isenberg, Reg. No. 41088/
DATE SIGNED:	03/21/2014

Total Attachments: 3

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USPTO ASSIGNMENT

Pursuant to paragraphs 3a and 3b of the Agreement for Surrender of IP Collateral and Strict Foreclosure, dated for reference purposes as of September 30, 2013 ("September Agreement"), made by and between Aeris Capital Sustainable IP, a Cayman exempted company ("Aeris IP" or "Lender"), as successor by assignment from Aeris Capital Sustainable Impact Private Investment Fund (Cayman L.P., and Nanosolar, Inc., a California corporation (as a party to the September Agreement, "Assignor"), and in order to give effect in full to the September Agreement,

THIS USPTO ASSIGNMENT is made by NANOSOLAR, INC., a California Corporation having Offices at SAN JOSE, CALIFORNIA (as a party to this USPTO Assignment, the "Assignor") in favor of Aeris IP as follows:

WHEREAS, Assignor owns certain INTELLECTUAL PROPERTY more fully described in the September Agreement; and

WHEREAS Aeris IP holds, by assignment from Aeris Capital Sustainable Impact Private Investment Fund (Cayman L.P., all right, title and interest in and to certain collateral assignments made by Assignor in respect of the INTELLECTUAL PROPERTY as such collateral assignments have been filed or recorded from time to time prior to the September Agreement and the date of this USPTO Assignment (collectively the "Collateral Assignments"); and

WHEREAS, as further assigned pursuant to the September Agreement, Aeris IP desires to release the Collateral Assignments prior to the re-creation of assignments by Assignor to Aeris IP as assignor; and

WHEREAS, Assignor desires to provide further assurances pursuant to the September Agreement by the filing of this USPTO Assignment to give constructive notice by such filing of the assignment to Aeris IP of the INTELLECTUAL PROPERTY; and

WHEREAS, Aeris CAPITAL Sustainable IP Ltd., a body having corporate powers under the laws of the Cayman Islands, and having its offices at *sic* Avalon Management Limited, Landmark Square, 1st Floor, 64 South Chino, PO Box 715, Grand Cayman, KY-1197, Cayman Islands, is desirous of reflecting, as a matter of record, that it has obtained all right, title and interest previously held by Assignor in and to said INTELLECTUAL PROPERTY, Inventions and, said Letters Patent, said Applications for Letters Patent.

NOW, THEREFORE, for good and valuable consideration as provided in the September Agreement, the receipt of which is herein and hereby acknowledged:

DEFINITIONS

"Intellectual Property" means any and useful inventions which are described in Letters Patent Applications for Letters Patent having the, patent numbers, application numbers, and filing date as listed in Appendix A, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon, and to any and all improvements which are disclosed in said Letters Patent and Said Applications for Letters Patent listed in Appendix A; any Letters Patent which has been or may be granted for said inventions in the United States of America and any foreign country; any division, continuation, or continuation-in-part of said application; any renewal or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property, certain Trademark Applications and Trademarks listed in Appendix B, and in and to any Trademarks, United States, state, common law, or foreign, to be obtained on the marks therefor and thereon, and to other Inventions, Letters Patent, Applications for Letters Patent, Trademarks, Trademark Applications, Industrial Designs, Copyrights, Know How, Trade Secrets or other intellectual property rights not listed in which said Assignor has an ownership interest.

Said Appendix A and said Appendix B are part of this USPTO Assignment and are incorporated herein by reference for all purposes.

To the extent an application and filing date for any Application for Letters Patent or Trademark Application is unknown, said Assignor hereby authorizes and requests their attorney, Joshua D. Rosenberg, of 809 Corporate Way, Fremont, California, to insert here in parentheses (Application number _____, filed _____) the application number and filing date of said Application when known.

"know how" means factual knowledge not capable of precise, separate description but which, when used in an accumulated form, after being acquired as the result of trial and error, gives to the one acquiring it an ability to produce something which he otherwise would not have known how to produce with the same accuracy or precision found necessary for commercial success.

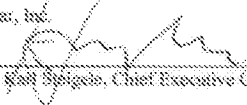
"Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being

readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

GRANT

1. Assignor has sold, assigned, transferred and set over to Aeris IP pursuant to the September Agreement, and does hereby sell, assign, transfer and set over unto said Aeris IP, the entire right, title and interest in, to and under said INTELLECTUAL PROPERTY, including the entire right title and interest in said inventions; said right, title and interest to be held and enjoyed by said Aeris IP for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.
2. Assignor has sold, assigned, transferred and set over to Aeris IP pursuant to the September Agreement, and does hereby sell, assign, transfer and set over unto said Aeris IP all inventions conceived or reduced to practice by any and all employees of Assignor during the time of employment of such employees and one year thereafter, and all for U.S. and foreign letters patent disclosing any such inventions, and all U.S. and foreign letters patent granted upon such inventions, all of which inventions conceived by employees of Assignor have been assigned to said Aeris IP.
3. Aeris IP hereby warrants and represents that, at the time of execution and delivery of these presents, said Aeris IP is the lawful owner of the entire right, title and interest in and to said INTELLECTUAL PROPERTY, and that said Aeris IP has not entered into any assignment, contract or understanding in conflict herewith.
4. Assignor has consented and agreed in the September Agreement and hereby expressly reaffirms and agrees to assist and cooperate with said Aeris IP, whereby said Aeris IP may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignor in lending such assistance and cooperation be paid by Aeris IP. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Aeris IP) which are deemed necessary or desirable by Aeris IP to perfect said right, title and interest herein conveyed; (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Aeris IP) which are deemed necessary or desirable by Aeris IP for filing or prosecuting in the United States or any foreign country said application, any Patent or Trademark application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.
5. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Aeris IP, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignor, its heirs, legal representatives and assigns.
6. Aeris IP, as successor by assignment from Aeris Capital Sustainable Impact Private Investment Fund Cayman L.P., and as the holder of such of the obligations originally owed by Assignor to Aeris Capital Sustainable Impact Private Investment Fund Cayman L.P. as are secured by the INTELLECTUAL PROPERTY described in the Collateral Assignments, and as successor to all rights in respect of the Collateral Assignments and the INTELLECTUAL PROPERTY described in the Collateral Assignments, hereby requests the Commissioner of Patents and Trademarks to issue to said Aeris IP as the assignee of said inventions, and that the issuance of said Letters Patent of the United States to Aeris IP of said inventions be free of the Collateral Assignments, the release and termination of which were recorded prior in time to issuance thereof.
7. Assignor and Aeris IP hereby further request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Aeris IP as the assignee of said inventions, and that the issuance of said Letters Patent of the United States to Aeris IP of said inventions be free of the Collateral Assignments, the release and termination of which were recorded prior in time to issuance thereof.

IN WITNESS WHEREOF said Assignor and Aerie IP have executed and delivered this instrument on the date noted below.

Nanosolar, Inc.
By: 
Josh Spiegel, Chief Executive Officer

Date: 12/23/13

aerie CAPITAL Sustainable IP Ltd.

By: _____ Date: _____

Print Name and title

By: _____ Date: _____

Print Name and title

