

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4265413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	THIRD AMENDED AND RESTATED PATENT SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
NUVOSUN, INC.			09/21/2012
RECEIVING PARTY DATA			
Name:	DENMERCO INC.		
Street Address:	C/O THE DOW CHEMICAL COMPANY		
Internal Address:	2020 DOW CENTER		
City:	MIDLAND		
State/Country:	MICHIGAN		
Postal Code:	48674		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	14310614		
CORRESPONDENCE DATA			
Fax Number:	(312)913-0002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-913-0001		
Email:	docketing@mbhb.com		
Correspondent Name:	KIRSTEN L. THOMSON		
Address Line 1:	300 SOUTH WACKER DRIVE		
Address Line 2:	SUITE 3100		
Address Line 4:	CHICAGO, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	13-645-US-DIV		
NAME OF SUBMITTER:	KIRSTEN L. THOMSON		
SIGNATURE:	/Kirsten L. Thomson/		
DATE SIGNED:	02/08/2017		
Total Attachments: 7			
source=13-645-US-DIV (2012-09-21) PSA Amendment 3#page1.tif			
source=13-645-US-DIV (2012-09-21) PSA Amendment 3#page2.tif			
source=13-645-US-DIV (2012-09-21) PSA Amendment 3#page3.tif			
source=13-645-US-DIV (2012-09-21) PSA Amendment 3#page4.tif			

source=13-645-US-DIV (2012-09-21) PSA Amendment 3#page5.tif

source=13-645-US-DIV (2012-09-21) PSA Amendment 3#page6.tif

source=13-645-US-DIV (2012-09-21) PSA Amendment 3#page7.tif

THIRD AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This THIRD AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 21st day of September, 2012, by and between **NUVOSUN, INC.**, a California corporation ("Grantor") and **DENMERCO INC.**, a Delaware corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Convertible Promissory Note No. 2 dated as of September 21, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note") by Grantor in favor of Lender, Lender has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Grantor as provided for in the Note, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, that certain Note Purchase and Security Agreement dated as of September 21, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, Grantor previously executed and delivered to Lender a Patent Security Agreement dated August 31, 2010, which was amended and restated on July 22, 2011 and January 5, 2012 (as amended and restated, the "Original Patent Security Agreement"); and

WHEREAS, Grantor and Lender wish to amend and restate the Original Patent Security Agreement by replacing Schedule I to the Original Patent Security Agreement with the updated Schedule I attached to this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note. Any terms (whether capitalized or lower case) used in this Patent Security Agreement that are defined in the UCC shall be construed and defined as set forth in the UCC unless otherwise defined herein, in the Security Agreement or in the Note; provided, however, that to the extent that the UCC is used to define any term used herein and if such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern. In addition to those terms defined elsewhere in this Patent Security Agreement, as used in this Patent Security Agreement, the following terms shall have the following meanings:

"Patents" means patents and patent applications, including (i) the patents and patent applications listed on Schedule I (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of each Grantor's rights corresponding thereto throughout the world.

"Patent Licenses" means, with respect to any person or entity (the "Specified Party"), (i) any licenses or other similar rights provided to the Specified Party in or with respect to Patents owned or

controlled by any other person or entity, and (ii) any licenses or other similar rights provided to any other person or entity in or with respect to Patents owned or controlled by the Specified Party, in each case, including (A) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to Grantor pursuant to end-user licenses), (B) the license agreements listed on Schedule I, and (C) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of Lender's rights under the Transaction Documents.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I; and

(b) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Patent License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but

one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. This Patent Security Agreement replaces the Original Patent Security Agreement in its entirety. This Patent Security Agreement is a Transaction Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns.

8. GOVERNING LAW. This Patent Security Agreement and all actions arising out of or in connection with this Patent Security Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions of the State of California or of any other state.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

NUVOSUN, INC., a California corporation

By: David Pearce
Name: David Pearce
Title: President and CEO

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:
DENNERCO INC., a Delaware corporation

By: _____
Name: Mony Bayer
Title: President

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

NUVOSUN, INC., a California corporation

By: _____

Name: David Pearce

Title: President and CEO

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:
DENNERCO INC., a Delaware corporation

By: _____

Name: Monty Bayer

Title: President

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

AMENDED AND RESTATED SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date
NuvoSun, Inc.	USA	Target Utilization Improvement for Rotatable Magnetrons	12/753,814	April 2, 2010
NuvoSun, Inc.	USA	Target Utilization Improvement for Rotatable Magnetrons	PCT/US2011/030793	March 31, 2011
NuvoSun, Inc.	USA	Solar Cell Interconnection Method Using a Flat Metallic Mesh	12/793,617	June 3, 2010
NuvoSun, Inc.	USA	Solar Cell Interconnection Method Using a Flat Metallic Mesh	PCT/US2011/038887	June 2, 2011
NuvoSun, Inc.	USA	Low Wind Resistance Self-Ballasting Solar Module Mounting System	61/568,142	December 7, 2011
NuvoSun, Inc.	USA	High Temperature Protective Coating for Flexible Solar Cells	61/588,611	January 19, 2012
NuvoSun, Inc.	USA	Large Shingle-Like Solar Module Roofing System	61/516,274	April 1, 2011
NuvoSun, Inc.	USA	Large Shingle-Like Solar Module Roofing System	PCT/US2012/031702	March 30, 2012
NuvoSun, Inc.	USA	Sputtering Setup for Liquid Target Material	61/522,621	August 11, 2011
NuvoSun, Inc.	USA	Sputtering Setup for Liquid Target Material	PCT/US2012/050418	August 10, 2012
NuvoSun, Inc.	USA	Magnetically Enhanced Roller for Thin Magnetic	61/527,087	August 24, 2011

Grantor	Country	Patent	Application/ Patent No.	Filing Date
		Substrates		
NuvoSun, Inc.	USA	Magnetically Enhanced Roller for Thin Magnetic Substrates	PCT/US2012/052159	August 23, 2012
NuvoSun, Inc.	USA	Automated Flexible Solar Cell Fabrication and Interconnection Utilizing Rolls of Expanded Metallic Mesh	61/568,134	December 7, 2011
NuvoSun, Inc.	USA	Photovoltaic Modules and Mounting Systems	61/460,830	January 10, 2011
NuvoSun, Inc.	USA	Photovoltaic Modules and Mounting Systems	PCT/US2012/020829	January 10, 2012
NuvoSun, Inc.	USA	Photovoltaic Modules and Mounting Systems	13/347,383	January 10, 2012
NuvoSun, Inc.	USA	Improved Mini-Chamber Roll to Roll Sputtering System for Thin Film Solar Cells on Flexible Substrates	61/587,994	January 18, 2012
NuvoSun, Inc.	USA	Solar Photovoltaic Module with Integrated Metal Backsheet	61/654,762	June 1, 2012

Patent Licenses

1. License Agreement between NuvoSun, Inc., The Dow Chemical Company and Dow Global Technologies Inc. dated as of January 8, 2010.
2. The Joint Development Agreement between The Dow Chemical Company and NuvoSun, Inc. dated October 26, 2010, as amended.
3. Amended and Restated Acknowledgement of Technology and Intellectual Property between NuvoSun, Inc. and Vitriflex, Inc. dated as of June 26, 2012.