

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4605171

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MERLIN SOLAR TECHNOLOGIES, INC.	09/21/2017
RECEIVING PARTY DATA		
Name:	ACI SOLAR HOLDINGS NA, INC.	
Street Address:	303 TWIN DOLPHIN DR. #600	
City:	REDWOOD CITY	
State/Country:	CALIFORNIA	
Postal Code:	94065	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	8569096	
Patent Number:	8916038	
Patent Number:	8936709	
Patent Number:	9573214	
Patent Number:	9685568	
Application Number:	14775580	
Application Number:	15382304	
CORRESPONDENCE DATA		
Fax Number:	(714)755-8290	
<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>		
Email:	IPDOCKET@LW.COM	
Correspondent Name:	LATHAM & WATKINS LLP	
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR	
Address Line 4:	COSTA MESA, CALIFORNIA 92626	
ATTORNEY DOCKET NUMBER:	059133-0002	
NAME OF SUBMITTER:	KRISTIN J AZCONA	
SIGNATURE:	/KJA/	
DATE SIGNED:	09/21/2017	
Total Attachments: 8		

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is entered into as of September 21, 2017 by MERLIN SOLAR TECHNOLOGIES, INC., a Delaware corporation ("Grantor") in favor of ACI SOLAR HOLDINGS NA, INC., a Delaware corporation ("Secured Party").

RECITALS

WHEREAS, Grantor has entered into certain Second Amended and Restated Promissory Note (the "Note") dated on or about the date hereof on the condition that, among other things, Grantor shall grant to Secured Party a security interest in certain intellectual property to secure the obligations of Grantor; and

WHEREAS, pursuant to the terms of a certain Security Agreement (the "Security Agreement") dated as of September 15, 2017 by and between Grantor and Secured Party, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of its intellectual property and related rights in accordance with the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations in connection with the Note, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used in this IP Security Agreement have the meanings give to such terms in the Security Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. To secure its obligations under the Note, Grantor hereby grants and pledges to Secured Party a security interest ("Security Interest") in all of Grantor's right, title and interest in, to and under its intellectual property, whether now owned or hereafter acquired or arising, including, without limitation, the following (collectively, the "Intellectual Property Collateral"):

(a) all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished, including without limitation, those set forth on Exhibit A attached hereto and incorporated herein by reference;

(b) all patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same, including without limitation, those set forth on Exhibit B attached hereto and incorporated herein by reference;

(c) all trademarks, service marks and, to the extent permitted under applicable law, any applications therefor, whether registered or not, and the goodwill of the business of

Grantor connected with and symbolized thereby, know-how, operating manuals, trade secret rights, rights to unpatented inventions, and any claims for damage by way of any past, present, or future infringement of any of the foregoing, including without limitation those set forth on Exhibit C attached hereto;

(d) all of Grantor's books relating to the foregoing, and any and all claims, rights and interests in any of the above;

(e) all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements of the foregoing; and

(f) all products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include (i) any property that is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the UCC), (ii) any property that would otherwise be Intellectual Property Collateral but for which the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Intellectual Property Collateral, or (iii) any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under United States federal law, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral. The Security Interest shall be a first priority security interest in all of the Intellectual Property Collateral as provided for in the Security Agreement and subject to Liens (i) that may have priority as a matter of law, existing as of the date hereof and disclosed to the Secured Party or (ii) arising after the date hereof in connection with Financing Statements (as defined in the Security Agreement) in favor of Secured Party.

3. Applicable Law. This IP Security Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California. Each party hereto consents to exclusive jurisdiction and venue in California, if in state court, and in the United States District Court for the Northern District of California, if in United States federal court, for any suit or proceeding relating to, arising out of or arising under this Agreement; such courts shall have the sole and exclusive in personam, subject matter and other jurisdiction in connection with such suit or proceeding and venue shall be appropriate for all purposes in such courts.

4. Counterparts. This IP Security Agreement may be executed in any number of counterparts and may be delivered by facsimile or other reliable means of electronic delivery, each which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed

counterpart of a signature page of this IP Security Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MERLIN SOLAR TECHNOLOGIES,
INC.

By 

Name:

Title:

Address: 3891 Rue Ferraro
San Jose, CA 95138

[Signature Page to Intellectual Property Security Agreement]

SECURED PARTY:

ACI SOLAR HOLDINGS NA, INC.

By: _____

Name: _____

Title: _____


DINNA KAVANAGH
DIRECTOR

Address: 303 Twin Dolphin Dr. #600
Redwood City, CA 94065

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B**PATENTS**

<u>Title</u>	<u>Patent No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>
Free-standing metallic article for semiconductors	8569096	October 29, 2013		
Free-standing metallic article for semiconductors	8916038	December 23, 2014		
Adaptable free-standing metallic article for semiconductors	8936709	January 20, 2015		
Solder application method and apparatus	9573214	February 21, 2017		
Photovoltaic module with flexible circuit	9685568	June 20, 2017		
FREE-STANDING METALLIC ARTICLE FOR SEMICONDUCTORS	20160027947	January 28, 2016		
PHOTOVOLTAIC CELL HAVING A COUPLED EXPANDED METAL ARTICLE	20170098728	April 6, 2017		

EXHIBIT C
TRADEMARKS

None.