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Form PTO-1594 (Rev. 10/02)

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AstroPower, Inc. Solar Park 461, Wyoming Road Newark, DE 19716-2000

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

2. Name and address of receiving party(ies)

Name: Wilmington Trust Company

Internal Address:

Street Address: Rodney Square North 1100 N. Market Street City: Wilmington State: DE Zip: 19890

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware Banking Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 19, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) # 76421392; #76421391, #76083906, #75722245

B. Trademark Registration No.(s) # 2334391, # 2277586, # 2704275

Additional number(s) attached Yes No

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

Name: Kevin P. Ray, Esquire

Internal Address: DUANE MORRIS LLP

Street Address: 4200 One Liberty Place

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kevin P. Ray, Esquire Name of Person Signing

Signature

Date

29

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

09/05/2003 LNUELLER 00000037 76421392

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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40.00 IP 150.00 IP

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made on the 17 day of August, 2003, between ASTROPOWER, INC., a Delaware corporation with an address of Solar Park 461, Wyoming Road, Newark, Delaware 19716-2000 (the "Grantor"), and WILMINGTON TRUST COMPANY, a Delaware banking corporation (the "Bank").

BACKGROUND

A. WHEREAS, the Grantor and the Bank are parties to that certain Forbearance Agreement dated as of August 17, 2003 (the "Forbearance Agreement"), pursuant to which the Grantor has granted to the Bank security interests in, *inter alia*, all right, title and interest of the Grantor in and to all presently existing or hereafter created or acquired Intellectual Property, including, but not limited to, any and all of the Grantor's licenses, Patents (as hereinafter defined), patent applications, copyrights, service marks, Trademarks (as hereinafter defined) and tradenames, to secure the payment and performance in full of all of the Obligations (as defined in the Forbearance Agreement); and

B. WHEREAS, this Agreement is supplemental to the provisions contained in the Forbearance Agreement; and

C. WHEREAS, the Grantor has determined that the execution, delivery and performance of this Security Agreement is in its best interests; and

D. WHEREAS, all capitalized terms contained in Section 1 of this Agreement and used hereinafter shall have the meanings ascribed to them in the revised Article 9 of the Uniform Commercial Code as codified at 6 Del. C. § 9-101, *et seq.* (the "Uniform Commercial Code"), unless the context requires otherwise. Other capitalized terms which are used herein without definition shall have the meanings ascribed to them in the Forbearance Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and for other and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Forbearance Agreement. The following terms shall have the meanings set forth below:

1.1 Patents means (a) all patents and patent applications now owned or hereafter created or acquired by the Grantor, including, without limitation, those described on Schedule A hereto, and the inventions and improvements described and claimed therein, and patentable inventions, (b) the examinations, reissues, divisions, continuations, renewals,

extensions and continuations-in-part of any of the foregoing, (c) all income, royalties, damages or payments now and hereafter due and/or payable under, and with respect to, any of the foregoing including, without limitation, damages or payment for past, present or future infringement of any of the foregoing, (d) the right to sue for past, present and future infringement of any of the foregoing, (e) all inventions, designs, proprietary or technical information, know-how, other data or information, software, databases, all embodiments or fixations thereof and related documentation, and all other trade secret rights not described above, and (f) all rights corresponding to any of the foregoing throughout the world.

1.2 **Trademarks** means (a) all of the Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, all elements of package or trade dress goods, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, whether now owned or hereafter created or acquired by the Grantor, including, without limitation, those described on Schedule B hereto, (b) all reissues, extensions or renewals thereof, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including, without limitation, damages or payments for past, present or future infringement or dilution of any of the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing, (e) all rights corresponding to any of the foregoing throughout the world, and (f) all goodwill associated with and symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST.

2.1 **Security Interest; Assignment of Patents and Trademarks.** As security for the payment and performance in full of all of the Obligations, the Grantor hereby (a) unconditionally grants to the Bank a continuing security interest in and first priority lien (except subject to Permitted Liens, if any) on all of its right, title and interest in and to the Patents and Trademarks, whether presently existing or hereafter created or acquired, and pledge and mortgage (but do not transfer title to) its right, title and interest to such Patents and Trademarks. In addition, the Grantor hereby agrees upon the request of the Bank following and during the continuance of an Event of Default, to execute, and in addition hereby confirm that, pursuant to Section 9 hereof, the Grantor has constituted and appointed the Bank as its true and lawful attorney in fact to execute on the Grantor's behalf, an assignment of such Patents and Trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Patents and Trademarks"). The Grantor hereby authorizes the Bank to complete as Assignee and record with the United States Patent and Trademark Office and any other relevant authority the Assignment of Patents and Trademarks upon the occurrence and during the continuance of an Event of Default and the lawful exercise of the Bank's remedies under this Agreement and the Forbearance Agreement.

2.2 **Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Patents and Trademarks provided in Section 2.1 hereof, the Grantor further grants, assigns, transfers, conveys and sets over to the Bank its entire right, title and interest in and to the Patents and Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only after the occurrence of both of the following: (1) upon or after the occurrence and during the continuance of an Event of Default

and (2) either (a) upon the written demand of the Bank at any time during such continuance or (b) immediately and automatically (without notice or action of any kind by the Bank) upon an Event of Default for which acceleration of the Loans is automatic under the Forbearance Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Forbearance Agreement and applicable law (including the transfer or other disposition of the Collateral by the Grantor to the Bank or its nominee in lieu of foreclosure).

2.3 Supplemental to Loan and Security Agreement. The Forbearance Agreement, and all rights and interests of the Bank in and to the Collateral (including the Patents and Trademarks) thereunder are hereby ratified and confirmed in all respects. In no event shall this Agreement, the grant, assignment, transfer and conveyance of the Patents and Trademarks hereunder, or the recordation of this Agreement (or any document hereunder) with the United States Patent and Trademark Office or any other relevant authority, adversely affect or impair, in any way or to any extent, the Forbearance Agreement, the security interest of the Bank in the Collateral (including the Patents and Trademarks) pursuant to the Forbearance Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Patents and Trademarks), or any present or future rights and interests of the Bank in and to the Collateral under or in connection with the Forbearance Agreement, this Agreement or the Uniform Commercial Code. Any and all rights and interests of the Bank in and to the Patents and Trademarks (and any and all obligations of the Grantor with respect to the Patents and Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Bank (and the obligations of the Grantor) in, to or with respect to the Collateral (including the Patents and Trademarks) provided in or arising under or in connection with the Forbearance Agreement and shall not be in derogation thereof.

Section 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

3.1 The Grantor represents, warrants and covenants that: (a) Schedule A sets forth a true and complete list of all Patents and applications for Patents now owned by the Grantor; (b) Schedule B sets forth a true and complete list of all registrations and applications for Trademarks now owned by the Grantor; (c) the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no threatened or pending litigation or proceeding of which the Grantor has received actual notice concerning the validity or enforceability of the Trademarks or Patents; (d) to the Grantor's knowledge, each of the Patents and Trademarks is valid and enforceable; (e) to the Grantor's knowledge, there is no infringement by any Person of the Trademarks or Patents; (f) to the Grantor's knowledge, no claim has been made that the use of any of the Trademarks or Patents violates the rights of any Person, and to the Grantor's knowledge, none of the Trademarks or Patents infringes the trademark rights of a Person; (g) for all Patents and Trademarks listed on Schedule A and Schedule B, respectively, the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Patents and Trademarks, free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Grantor not to sue third persons (other than the security interest and assignment created by the Forbearance Agreement and this Agreement and the Permitted Liens); (h) the Grantor has the unqualified right to enter into this Agreement and to perform its terms and has entered and will enter into written agreements with each of its present

and future employees, agents, consultants, licensors and licensees that will enable it to comply with the covenants herein contained; (i) the Grantor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Patents and Trademarks; (j) the Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Patents and Trademarks; (k) this Agreement, together with the Forbearance Agreement, continues in favor of the Bank a valid and perfected first priority security interest in the Patents and Trademarks and no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by the Grantor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by the Grantor, or (ii) for the perfection of or the exercise by the Bank of any of its rights and remedies hereunder.

Section 4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

4.1 Without the Bank's prior written consent, the Grantor will not

(a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, or alienate any of the Trademarks or Patents, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Grantor's obligations under this Agreement or the Forbearance Agreement.

Section 5. AFTER-ACQUIRED PATENTS AND TRADEMARKS.

5.1 **After-Acquired Trademarks.** If, before the Obligations shall have been finally paid and satisfied in full, the Grantor shall obtain any right, title or interest in or to any other or new Trademarks or Patents, the provisions of this Agreement shall automatically apply thereto and the Grantor shall, on the anniversary date of this Agreement, provide to the Bank notice thereof in writing and execute and deliver to the Bank such documents or instruments as the Bank may reasonably request further to implement, preserve or evidence the Bank's interest therein.

5.2 **Amendment to Schedule.** The Grantor authorizes the Bank to modify this Agreement and the Assignment of Patents and Trademarks, without the necessity of the Grantor's further approval or signature, by amending Schedule A and Schedule B hereto and the Annex to the Assignment of Patents and Trademarks to include any future or other Trademarks or Patents under Section 2 or Section 5 hereof.

Section 6. PATENT AND TRADEMARK PROSECUTION.

6.1 **Borrowers Responsible.** The Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patents and Trademarks, and shall hold the Bank harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Bank in connection with the Bank's interest in the Trademarks or Patents or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Grantor shall retain trademark and patent counsel reasonably acceptable to the Bank.

6.2 Grantor's Duties, etc. The Grantor shall have the right and the duty, through trademark and patent counsel reasonably acceptable to the Bank, to prosecute diligently before the United States Patent and Trademark Office any applications for registration of Trademarks or Patents pending as of the date of this Agreement or thereafter, to preserve and maintain all rights in the registered Trademarks and issued Patents, including the filing of appropriate renewal applications and other instruments to maintain in effect the registered Trademarks and issued Patents and the payment when due of all renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to such registered Trademarks and issued Patents. Any expenses incurred in connection with such applications and actions shall be borne solely by the Grantor. The Grantor shall not intentionally abandon any filed application for a Trademark or Patent, or any registered Trademark or issued Patent, without the consent of the Bank, which consent shall not be unreasonably withheld.

6.3 Grantor's Enforcement Rights. Subject to the requirements of Section 6.4 below, the Grantor shall have the right but not the obligation to bring suit or other action in the Grantor's own name to maintain and enforce the Patents and Trademarks. The Grantor may request that the Bank join in such suit or action as necessary to assure the Grantor's ability to bring and maintain any such suit or action in any proper forum, but the Bank may decline to so join if it is not completely satisfied that such joinder will not subject the Bank to any risk of liability. To the fullest extent permitted under applicable law, the Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, costs and expenses, including legal fees, incurred by the Bank pursuant to this Section 6.3.

6.4 Protection of Patents and Trademarks. In general, the Grantor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be commercially reasonable to properly maintain, protect, preserve, care for and enforce the Patents and Trademarks except where a failure to do so would have no material adverse effect on the business, assets or financial condition of the Grantor. The Grantor shall not take or fail to take any action, or permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Patents and Trademarks except where a failure to do so would have no material adverse effect on the business, assets or financial condition of the Grantor.

6.5 Notification by Grantor. Promptly upon obtaining knowledge thereof, the Grantor will notify the Bank in writing of the institution of, or any final adverse determination in, any proceeding in the United States Patent and Trademark Office or any similar office or agency of the United States, or any court, regarding the validity of any of the Trademarks or Patents or of the Grantor's right, title or interest in and to Trademarks or Patents, and of any event that does or reasonably could materially adversely affect the value of any of the Trademarks or Patents, the ability of the Grantor or the Bank to dispose of any of the Trademarks or Patents or the rights and remedies of the Bank in relation thereto (including but not limited to the levy of any legal process against any of the Trademarks or Patents).

Section 7. REMEDIES.

7.1 Upon the occurrence and during the continuance of an Event of Default, the Bank shall have, in addition to all other rights and remedies given it by this Agreement

(including, without limitation, those set forth in Section 2.2) those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Grantor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Trademarks or Patents, or any interest that the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks or Patents all expenses incurred by the Bank in attempting to enforce this Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Forbearance Agreement. At any such sale or other disposition, the Bank may, to the extent permitted under applicable law, purchase or license the whole or any part of the Trademarks or Patents or interests therein sold, licensed or otherwise disposed of.

Section 8. COLLATERAL PROTECTION.

8.1 If the Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Grantor shall be breached, the Bank, in its own name or that of the Grantor (in the sole discretion of the Bank), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Grantor agrees to promptly reimburse the Bank for any cost or expense incurred by the Bank in so doing.

Section 9. POWER OF ATTORNEY.

9.1 If any Event of Default shall have occurred and be continuing, the Grantor does hereby make, constitute and appoint the Bank (and any officer or agent of the Bank as the Bank may select in its exclusive discretion) as its true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use and exploit the Patents and Trademarks, including, without limitation, on the Assignment of Patents and Trademarks attached as Exhibit 1 hereto, or to grant or issue any exclusive or non-exclusive license of any of the Trademarks or Patents to any third person, or to take any and all actions necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of any of the Trademarks or Patents or any interest of the Grantor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Grantor are obligated to execute and do hereunder. The Grantor hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof and release the Bank from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Bank under this power of attorney, specifically including the Bank's negligence (except for the Bank's gross negligence or willful misconduct.) This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

Section 10. FURTHER ASSURANCES.

10.1 The Grantor shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with

governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Bank may request in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Bank the grant, perfection and priority of the Bank's security interest in the Patents and Trademarks.

Section 11. TERMINATION.

11.1 At such time as all of the Obligations have been indefeasibly paid and satisfied in full, this Agreement shall terminate and the Bank shall, upon the written request and at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantor the entire right, title and interest in and to the Patents and Trademarks previously granted, assigned, transferred and conveyed to the Bank by the Grantor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Bank pursuant hereto or the Forbearance Agreement. The Bank shall execute such documents as are necessary to release any security interest in the Patents and Trademarks as recorded in the United States Patent and Trademark Office or any other location.

Section 12. COURSE OF DEALING.

12.1 No course of dealing between the Grantor and the Bank, and no failure to exercise, or any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Forbearance Agreement or any other agreement shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 13. EXPENSES.

13.1 Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Bank in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Patents and Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and Trademarks, shall be borne and paid by the Grantor.

Section 14. OVERDUE AMOUNTS.

14.1 Until paid, all amounts due and payable by the Grantor hereunder shall be a debt secured by the Patents and Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Forbearance Agreement.

Section 15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

15.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE BANK DOES NOT ASSUME ANY LIABILITIES OF THE GRANTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE GRANTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE TRADEMARKS OR PATENTS, OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE GRANTOR, AND THE GRANTOR SHALL INDEMNIFY THE BANK FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE BANK WITH RESPECT TO SUCH LIABILITIES.

Section 16. NOTICES.

16.1 All notices and other communications made or required to be given pursuant to this Agreement shall be made in accordance with the provisions of the Forbearance Agreement.

Section 17. AMENDMENT AND WAIVER.

17.1 This Agreement is subject to modification only by a writing specifically referencing this Agreement which is signed by the Bank and the Grantor, except as provided in Section 5.2 hereof. The Bank shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Bank. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

Section 18. GOVERNING LAW.

18.1 The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Delaware.

Section 19. JUDICIAL PROCEEDINGS.

19.1 Each party to this Agreement agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party, on or with respect to this Agreement or the dealings of the parties with respect hereto, shall be tried only by a court and not by a jury. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. Further, the Grantor waives any right it may have to claim or recover, in any such suit, action or proceeding, any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. THE GRANTOR ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT THE BANK WOULD NOT EXTEND CREDIT TO THE GRANTOR IF THE

WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS AGREEMENT.

Section 20. MISCELLANEOUS.

20.1 The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Bank and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Agreement and the Forbearance Agreement, the provisions of the Forbearance Agreement shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantor acknowledges receipt of a copy of this Agreement.

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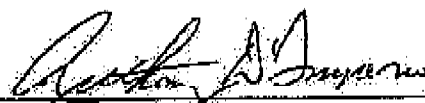
IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ASTROPOWER, INC.

By: *E. I. Glasman*
Name: ERIC I GLASMAN
Title: Chief Financial Officer

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WILMINGTON TRUST COMPANY

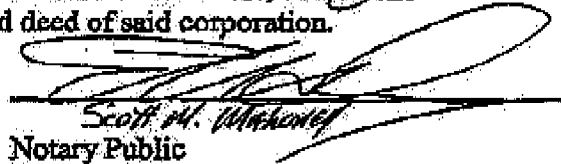
By: 

Anthony D'Impedio
Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Delaware)
COUNTY OF New Castle) ss.

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 2nd day of ~~August~~ February, 2003, personally appeared Earl Colasman to me known personally, and who, being by me duly sworn, deposes and says that he/she is the CEO of ASTROPOWER, INC., and that the foregoing instrument was signed on behalf of ASTROPOWER, INC., by authority of its Board of Directors, and he/she acknowledged such instrument to be the free act and deed of said corporation.


Notary Public

My commission expires: Feb 09 2004

SCOTT M. MAHONEY
Notary Public, New Castle County, DE
My Commission Expires February 09, 2004

SCHEDULE APatents, Copyrights, Trademarks and Other Intellectual Property Owned by
OblicorPatents

Patent Number	Date	Title
6,429,463	August 6, 2002	Semiconductor device structures incorporating "buried" mirror and/or "buried" metal electrodes and a process for their fabrication
6,420,643	July 16, 2002	Silicon thin-film, integrated solar cell, module, and methods of manufacturing the same
6,414,237	July 2, 2002	Solar collectors, articles for mounting solar modules, and methods of mounting solar modules
6,362,021	March 26, 2002	Silicon thin-film, integrated solar cell, module, and methods of manufacturing the same
6,211,455	April 3, 2001	Silicon thin-film, integrated solar cell, module, and methods of manufacturing the same
6,207,891	March 27, 2001	Columnar-grained polycrystalline solar cell substitute
6,111,276	August 29, 2000	Semiconductor device structures incorporating "buried" mirror and/or "buried" metal electrodes and a process for their fabrication

TRADEMARK

REEL: 002839 FRAME: 0808

SCHEDULE A

Trademarks

Word Mark.	Serial Number	Registration Number	Registration Date
AstroPower	75470237	2334391	March 28, 2000
AstroPower	75470235	2277585	September 14, 1999
AstroCharger	76400613	2704275	April 8, 2003
APEX	76421392	Pending	
A/P	76421391	Pending	
Silicon-Film	76083905	Pending	
Quantum	75722245	Pending	

All inventions, designs, proprietary or technical information, know-how, trade names, elements of package or trade dress goods, service marks, logos, other data or information, software, databases, all embodiments or fixations thereof and related documentation and all other such rights not described in the above listings.

6,111,191	August 29, 2000	Columnar-grained polycrystalline solar cell substrate and improved method of manufacture
RE36,156	March 23, 1999	Columnar-grained polycrystalline solar cell and process of manufacture
5,828,088	October 27, 1998	Semiconductor device structures incorporating "buried" mirrors and/or "buried" metal electrodes
5,659,133	August 19, 1997	High-temperature optical combustion chamber sensor
5,496,416	March 5, 1996	Columnar-grained polycrystalline solar cell and process of manufacture
5,356,509	October 18, 1994	Hetero-epitaxial growth of non-lattice matched semiconductors
5,336,335	August 9, 1994	Columnar-grained polycrystalline solar cell and process of manufacture
5,266,125	November 30, 1993	Interconnected silicon film solar cell array
5,057,163	October 15, 1991	Deposited-silicon film solar cell
4,818,337	April 4, 1989	Thin Active Layer Solar Cell with Multiple Internal Reflections
4,781,766	November 1, 1988	Fault Tolerant Thin-Film Photovoltaic cell and Method
4,778,478	October 18, 1988	Thin-Film Photovoltaic Solar Cell and method of making same

TRADEMARK

REEL: 002839 FRAME: 0810

US 60/422,695	October 31, 2002	Silicon on Ceramic Monolithically Interconnected Solar Cell Modules
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all inventions, designs, proprietary or technical information, know-how, trade names, elements of package or trade dress goods, service marks, logos, other data or information, software, databases, all emboliments or fixations thereof and related documentation and all other such rights not described in the above listings.

08/29/03 11:49 FAX 2158791020

Duane Morris 41

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Patent Applications Pending

Application Number	Application Date	Title
09/933,882	August 21, 2001	Method and apparatus for purifying silicon
US 02/23731	July 26, 2002	Solar Cell Metallizations Applied to Wafers Using Roller Printing
US 02/25876	August 13, 2002	Residential PV System Monitor
US 03/09596	March 28, 2003	Method of Electrochemical Processing of a Conducting Epitaxial Layer(s) Grown on a Semi-Insulating Substrate
US 02/25872	August 13, 2002	Temperature Corrected Irradiance Sensor or Max Power Point Sensor
US 03/12335	April 22, 2003	Recrystallized Ge Films on Ceramic Substrates for Application to III-V Compound Solar Cells
US 10/421,377	April 23, 2003	Selective Epitaxial Growth of Compound Semiconductors on Silicon Substrates for Photovoltaic-Photoelectrochemical Cells
US Number not assigned yet	June 27, 2003	Photovoltaic Tiles, Roofing System, and Method of Constructing Roof
US 60/404,506	August 19, 2002	Single-Wafer Casting
US 60/414,052	September 27, 2002	Method and Systems for Purifying Elements

TRADEMARK

REEL: 002839 FRAME: 0812

4,772,564	September 20, 1988	Fault Tolerant Thin-Film Photovoltaic cell
4,677,250	June 30, 1987	Fault Tolerant Thin-Film Photovoltaic cell

All inventions, designs, proprietary or technical information, know-how, trade names, elements of package or trade dress goods, service marks, logos, other data or information, software, databases, all embodiments or fixations thereof and related documentation and all other such rights not described in the above listings.

SCHEDULE B**Trademarks**

Word Mark.	Serial Number	Registration Number	Registration Date
AstroPower	75470237	2334391	March 28, 2000
AstroPower	75470235	2277586	September 14, 1999
AstroCharger	76400613	2704275	April 8, 2003
APEX	76421392	Pending	
A/P	76421391	Pending	
Silicon-Film	76083906	Pending	
Quantum	75722245	Pending	

All inventions, designs, proprietary or technical information, know-how, trade names, elements of package or trade dress goods, service marks, logos, other data or information, software, databases, all embodiments or fixations thereof and related documentation and all other such rights not described in the above listings.

EXHIBIT 1

ASSIGNMENT OF PATENTS AND TRADEMARKS

WHEREAS, ASTROPOWER, INC. (the "Assignor"), a Delaware corporation with its chief executive office and principal place of business at Solar Park 461, Wyoming Road, Newark, Delaware 19716-2000 is the owner of the trademark registrations and pending applications for registration (the "Trademarks") in the United States Patent and Trademark Office and other jurisdictions as identified on the Annex hereto, and have adopted and used and are using the Trademarks; and

WHEREAS, the Assignor is the owner of the issued patents and pending patent applications (the "Patents") in the United States Patent and Trademark Office and other jurisdictions as identified on the Annex hereto; and

WHEREAS, WILMINGTON TRUST COMPANY ("Assignee"), a Delaware banking corporation having an office at One Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19801, is desirous of acquiring the Patents and Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto Assignee all of its right, title and interest in and to the Patents and Trademarks, together with (i) all products bearing the Trademarks and/or covered by the Patents, (ii) the goodwill of the business symbolized by and associated with the Trademarks, (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or Patents, dilution of the Trademarks, or for any other related damage or injury, and (iv) all rights corresponding thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Assignor, by its duly authorized officers, has executed this Assignment of Patents and Trademarks, on this _____ day of _____.

ASTROPOWER, INC.

By: _____
Name: _____
Title: _____

The foregoing Assignment of Patents and Trademarks by the Assignor to Assignee is hereby accepted on this _____ day of _____.

WILMINGTON TRUST COMPANY

By: _____
Name: _____
Title: _____

STATE OF _____)
) SR.
 COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this _____ day of _____, 200__, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he/she is the _____ of ASTROPOWER, INC., and that the foregoing instrument was signed on behalf of ASTROPOWER, INC., by authority of its Board of Directors, and he/she acknowledged such instrument to be the free act and deed of said corporation.

 Notary Public

[Seal]

My commission expires: _____

ANNEX

Patents and Trademarks

[To be provided as of the date of the assignment]