

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EPV Solar, Inc.	FORMERLY Energy Photovoltaics, Inc.	06/26/2009	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	101 Barclay Street		
Internal Address:	Floor 8W		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3121710	EPV OUTSIDE	
CORRESPONDENCE DATA			
Fax Number:	(650)853-1038		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-752-3100		
Email:	deberle@goodwinprocter.com		
Correspondent Name:	David C. Eberle		
Address Line 1:	135 Commonwealth Drive		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	123863-190538		
NAME OF SUBMITTER:	David C. Eberle		
Signature:	/DAVID C. EBERLE/		

CH \$40.00 3121710

Date:

07/01/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2009 (this "*Agreement*"), between EPV Solar, Inc. a New Jersey corporation (together with its successors and assigns, the "*Grantor*"), and The Bank of New York Mellon, as collateral agent (together with its successors and assigns in such capacity, the "*Collateral Agent*") for the benefit of the Secured Parties (as defined in the Security Agreement referred to below):

Background

This Agreement is made pursuant to the Security Agreement, dated as of June 1, 2009 (as amended, restated or otherwise modified from time to time, the "*Security Agreement*"), among EPV Solar, Inc., a New Jersey corporation, the Grantor, the other grantors named therein and the Collateral Agent, pursuant to which the Grantor has granted to the Collateral Agent for the ratable benefit of the Secured Parties, a continuing security interest in and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Collateral Agent and the other Secured Parties as follows:

1. ***Defined Terms.*** Terms used herein without definition shall have the respective meanings ascribed them in the Security Agreement or incorporated therein by reference.
2. ***Grant of Security Interest.*** As security for the prompt payment and performance of the Obligations, the Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and a general lien upon all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:
 - (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
 - (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
 - (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

- (iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers;
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all goodwill related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and
- (xii) all proceeds of any and all of the foregoing.

3. ***Reference to Separate Security Agreement.*** This Agreement has been entered into by the Grantor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. ***GOVERNING LAW.*** THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

EPV SOLAR, INC.

By: Howard Brodie
Name: Howard Brodie
Title: Vice President

Acknowledged by:

The Bank of New York Mellon,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

EPV SOLAR, INC.

By: _____
Name:
Title:

Acknowledged by:

The Bank of New York Mellon,
as Collateral Agent

By: *Franca M. Ferrera*

Name:
Title:

FRANCA M. FERRERA
ASSISTANT VICE PRESIDENT

Schedule A

Trademark	Filing Date	Appl. No.	Reg. No.	Reg. Date	Status	Owner
EPV	4/16/2001	76/240,598	2,614,699	09/03/2002	Registered	EPV Solar, Inc.
EPV-40	04/16/2001	76/240,599	2,612,208	08/27/2002	Registered	EPV Solar, Inc.
EPV Outside	07/13/2004	78/450,062	3,121,710	07/25/2006	Registered	EPV Solar, Inc.