

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLOPOWER, INC.		02/04/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS COLLATERAL AGENT		
Street Address:	60 WALL STREET, MAILSTOP NYC60-2710		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3713479	SOLOPOWER	
Registration Number:	3713429	SOLOPOWER, INC.	
Serial Number:	78722811	SOLOPOWER	
Serial Number:	77683754	SOLOPOWER	
Serial Number:	77696244	SOLOPANEL	
Serial Number:	77696239	SOLOPOWER	
Serial Number:	77750516	THE FLEXIBLE APPROACH TO SOLAR	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		

OP \$190.00 3713479

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

35424

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

02/08/2010

Total Attachments: 16

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
SOLOPOWER, INC. - DE

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: DEUTSCHE BANK TRUST COMPANY AMERICAS, AS COLLATERAL AGENT
Internal Address: _____
Address: _____

Street Address: 60 WALL STREET, MAILSTOP NYC60-2710
City: NEW YORK State: NY Zip: 10005

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

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: February 4, 2010

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

A. Trademark Application No.(s)
PLEASE SEE ATTACHED

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 7

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

Name: Penelope J.A. Agodoa

Internal Address: IP Research Plus, Inc.

Street Address: 21 Tadcaster Circle

City: Waldorf State: MD Zip: 20602

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

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.

Joanne Kang [Signature] 2/5/2010
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 16

INTELLECTUAL PROPERTY SECURITY
AGREEMENT (this “Agreement”), dated as of February 4, 2010,
by and between SOLOPOWER, INC. (the “Company”), and
Deutsche Bank Trust Company Americas, as Collateral Agent (the
“Collateral Agent”), on behalf of each Investor.

Reference is made to the Security Agreement dated as of February 4, 2010 (the “Security Agreement”), among the Company, the Investors party thereto (each an “Investor” and, collectively, the “Investors”) and the Collateral Agent. The Investors have agreed to purchase Tranche A Notes and Tranche B Notes (collectively, the “Notes”) from the Company subject to the terms and conditions set forth in the Note Purchase Agreement dated as of February 4, 2010 (the “Note Purchase Agreement”). The obligations of the Investors to purchase the Notes are conditioned upon, among other things, the execution and delivery of this Agreement. Company will derive substantial benefits from the sale of the Notes to the Investors pursuant to the Note Purchase Agreement and is willing to execute and deliver this Agreement in order to induce the Investors to purchase the Notes. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of interpretation specified in Section 12(i) of the Security Agreement also apply to this Agreement. In addition, the following terms have the meanings respectively set forth after each:

“Copyright Collateral” means (a) all copyrights, whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. Section 101 et seq., and applications for registration of copyrights, whether as author, assignee, transferee or otherwise, and all works of authorship and other intellectual property rights therein, including copyrights for computer programs, source code and object code databases and related materials and documentation and all of the copyright registrations and applications set forth on Schedule I, (b) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases and other revisions thereof, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof and (e) all rights corresponding thereto throughout the world.

“Trademark Collateral” means (a) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, trade styles, designs, logos and other source or business identifiers, whether or not registrations have been issued or applied for in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world, including all of the trademarks registrations and applications set forth on Schedule II, (b) all income, royalties, damages and payments for past, present or future infringements thereof, (c) rights to sue for past, present and future infringements thereof, (d) renewals of any of the foregoing and (e) all

goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill.

“Patent Collateral” means (a) all letters patent, design patents, utility patents, inventions and trade secrets, all patents and patent applications in the United States Patent and Trademark Office, and interests under patent license agreements, including the inventions and improvements described and claimed therein and all of the patent registrations and applications set forth on Schedule III, (b) income, royalties, damages and payments now and hereafter due and /or payable under and with respect thereto, including damages and payments for past, present or future infringements, (c) rights to sue for past, present and future infringements thereof, (d) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for and (e) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

SECTION 2. Grant of Intellectual Property. The Company, pursuant to the Security Agreement, in order to secure its Obligations, did and hereby does grant to the Collateral Agent and on behalf of the Investors, a security interest in and to, all of its right, title and interest in or to any of the following assets and properties of the Company, wherever located, and now owned or hereafter acquired (collectively, the “Intellectual Property Collateral”):

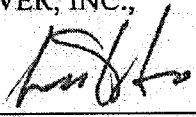
all intellectual property rights, now owned or hereafter acquired, for all locations throughout the world in tangible and intangible assets of every kind and nature, including all Copyright Collateral, Patent Collateral, Trademark Collateral, all mask works or similar rights available for protection of semiconductor chips, all design rights, all trade dress, all inventions and invention ideas (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto, all trade secrets and intellectual property information (including ideas, research and development, knowhow, showhow, formulae, compositions, manufacturing and production processes and techniques, methodologies, technical data, designs, drawings, specifications, and models), all domain names, all computer software and firmware and scripts whether source code or object code (including coding, microcode, simulations, emulations, descriptions, flow charts, and other work product used to design, organize, or develop such computer software and any related documentation, user manuals and training manuals), all databases and compilations, including all data and collections of data whether in print, electronic, or other form, and all licenses or other rights to use any of the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this

Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SOLOPOWER, INC.,

by 

Name: Louis DiNardo
Title: Chief Executive Officer

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as
Collateral Agent,

by

Name:
Title:

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


SOLOPOWER, INC.,

by

Name: Louis DiNardo
Title: Chief Executive Officer

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as
Collateral Agent,

by



Name: YANA KISLENKO
Title: ASSISTANT VICE PRESIDENT

by



Name: CHRISTINA VAN RYZIN
Title: VICE PRESIDENT

TRADEMARK

REEL: 004145 FRAME: 0683

Schedule I

Copyrights

None.

Schedule II

Trademarks

The registered owner of each mark is SoloPower, Inc.

Mark	Application Number	Application Date	Registration Number	Registration Date
SOLOPOWER	78/722811	9/28/2005		
SOLOPOWER	78/981219	9/28/2005	3713479	11/17/2009
SOLOPOWER, INC.	78/722812	9/28/2005	3713429	11/17/2009
SOLOPOWER	77/683754	3/4/2009		
SOLOPANEL	77/696244	3/20/2009		
SOLOPOWER & Design	77/696239	3/20/2009		
THE FLEXIBLE APPROACH TO SOLAR	77/750516	6/2/2009		

Schedule III

Patents

The registered owner to each of the patents is SoloPower, Inc.

Title	Application Number	Application	Registration Number	Registration Date	Expiration Date	Status
Technique and Apparatus for Depositing Thin Layers of Semiconductors for Solar Cell Fabrication	11/081308	3/15/2005	7,374,963	5/20/2008	8/03/2025	Issued
Technique and Apparatus for Depositing Thin Layers of Semiconductors for Solar Cell and Module Fabrication	11/266013	11/2/2005				Published
Technique for Preparing Precursor Films and Compound Layers for Thin Film Solar Cell Fabrication and Apparatus Corresponding Thereto	11/462685	8/4/2006				Published
Efficient Gallium Thin Film Electroplating Methods and Chemistries	11/535927	9/27/2006	7,507,321	3/24/2009	3/07/2027	Issued
Method and Apparatus for Converting Precursor Layers into Photovoltaic Absorbers	11/549590	10/13/2006				Published

Title	Application Number	Application	Registration Number	Registration Date	Expiration Date	Status
Method and Apparatus for Thin Film Solar Cell Manufacturing	11/552503	10/24/2006				Published
Composition Control for Roll to Roll Processed Photovoltaic Films	11/560321	11/15/2006				Published
Contact Layers for Thin Film Solar Cells Employing Group IBIIIA VIA Compound Absorbers	11/565971	12/1/2006				Published
Precursor Containing Copper Indium and Gallium for Selenide (Sulfide) Compound Formation	11/621101	1/8/2007	7,582,506	9/1/2009	10/13/2025	Issued
Technique for Manufacturing Photovoltaic Modules	11/692806	2/28/2007				Published
Composition Control for Photovoltaic Thin Film Manufacturing	11/696643	4/4/2007				Published
Method and Apparatus to Form Thin Film Layers of Materials on a Base	11/735430	4/13/2007	7,585,547	9/8/2009	5/12/2027	Issued

Title	Application Number	Application	Registration Number	Registration Date	Expiration Date	Status
Method and Apparatus for Controlling Composition Profile of Copper Indium Gallium Chalcogenide Layers	11/740248	4/25/2007				Published
Tandem Solar Cell Structures and Methods of Manufacturing Same	11/828317	7/25/2007				Published
Technique for Doping Compound Layers Used in Solar Cell Fabrication	11/829052	7/26/2008				Published
Thin Film Solar Cell with Finger Pattern	11/834593	8/6/2007				Published
Doping Techniques for Group IBIIIAVIA Compound Layers	11/852980	9/10/2007				Published
Processing Method and Apparatus for Group IBIIIAVIA Semiconductor Layer Growth	11/859706	9/21/2007				Published
Roll-to-Roll Evaporation Tool for Solar Absorber Precursor Formation	11/868443	10/5/2007				Published

Title	Application Number	Application	Registration Number	Registration Date	Expiration Date	Status
Roll-to-Roll Electroplating for Photovoltaic Film Manufacturing	11/875784	10/19/2007				Published
Reel-to-Reel Reaction of Precursor Film to Form Solar Cell Absorber	11/938679	11/12/2007				Published
Electrodeposition Technique and Apparatus to Form Selenium Containing Layers	11/952905	12/7/2007				Published
Methods Structures and Apparatus to Provide GroupVIA and IA Materials for Solar Cell Absorber Formation	11/953822	12/10/2007				Published
Thin Film Solar Cell Manufacturing and Integration	11/969218	1/3/2008				Published
Indium Electroplating Baths for Thin Layer Deposition	12/022113	1/29/2008				Published
Roll-to-roll Integration of Thin Film Solar Modules	12/018147	1/22/2008				Published
Finger Pattern Formation for Thin Film Solar Cells	12/018114	1/22/2008				Published

SoloPower, Inc.
Confidential Information

Title	Application Number	Application	Registration Number	Registration Date	Expiration Date	Status
Reel-to-Reel Reaction of Precursor Film to Form Solar Cell Absorber	12/027169	2/6/2008				Published
Method for Forming Copper Indium Gallium Chalcogenide Layer with Optimized Gallium Content at Its Surface	12/028752	2/8/2008				Published
Method and Apparatus for continuous Processing of Buffer Layers for Group IBIIIAVIA Solar Cells	12/037076	2/25/2008	7,541,067	6/02/2009	4/13/2027	Issued
Technique and Apparatus for Depositing Thin Layers of Semiconductors for Solar Cell Fabrication	12/106240	4/18/2008				Published
Method and Apparatus to Form Back Contacts to Flexible CIGS Solar Cells	12/111161	4/28/2008				Published
Methods and Apparatus to Provide Group VIA Materials to Reactors for Group IBIIIAVIA Film Formation	12/137510	6/11/2008				Published

Title	Application Number	Application	Registration Number	Registration Date	Expiration Date	Status
Electroplating Method for Depositing Continuous Thin Layers of Indium or Gallium Rich Materials	12/143609	6/20/2008				Published
Metallic Foil Substrate and Package Technique for Thin Film Solar Cells and Modules	12/163162	6/27/2008				Published
Method and Apparatus of Achieving Low Resistance Contact to a Metal Based Thin Film Solar Cell	12/163819	6/27/2008				Published
Method and Apparatus to Form Thin Film Layers of Photovoltaic Absorbers	12/177007	7/21/2008				Published
Method and Structures for controlling the Group IIA Material Profile Through a Group IBIIIAV Compound Layer	12/191220	8/13/2008				Published
Method and Apparatus for Affecting Surface Composition of CIGS Absorbers formed by Two – Stage Process	12/195367	8/20/2008				Published

Title	Application Number	Application	Registration Number	Registration Date	Expiration Date	Status
Method to Improve Flexible Foil Substrate for Thin Film Solar Cell Applications	12/233563	9/18/2008				Published
Substrate Preparation for Thin Film Solar Cell Manufacturing	12/233566	9/18/2008				Published
Method and Apparatus for forming Copper Indium Gallium Chalcogenide Layers	12/259049	10/27/2008				Published
Reactor to Form Solar Cell Absorbers	12/334420	12/12/2008				Published
Method and Apparatus to Form Solar Cell Absorber layers with Planar Surface	12/345389	12/29/2008				Published
Technique and Apparatus for Manufacturing Flexible and Moisture Resistive Photovoltaic Modules	12/372720	2/17/2009				Published
Efficient Gallium Thin Film Electroplating Methods and Chemistries	12/404690	3/16/2009				Published

Title	Application Number	Application	Registration Number	Registration Date	Expiration Date	Status
Method for Performing Copper Indium Gallium Chalcogenide Layer with Shaped Gallium Profile	12/414029	3/30/2009				Published
Apparatus for Continuous Processing of Buffer Layers for Group IBIIIAVIA Solar Cells	12/463303	5/8/2009				Published
Roll-to-Roll Processing Method and Tools for Electroless Deposition of Thin Layers	12/464673	5/12/2009				Published
Precursor Containing Copper Indium and Gallium for Selenide (Sulfide) Compound Formation	12/551467	8/31/2009				Published