

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
CALISOLAR INC.		10/25/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLD HILL CAPITAL 2008, LP		
Street Address:	One Almaden Blvd.		
Internal Address:	Suite 630		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3644734	CALISOLAR	
Registration Number:	3548405	CALISOLAR	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305623-106 CALISOLAR		
NAME OF SUBMITTER:	Erin O'Brien		

CH \$65.00 3644734

900205527

**TRADEMARK
 REEL: 004648 FRAME: 0312**

Signature:	/Erin O'Brien/
Date:	10/25/2011
Total Attachments: 6 source=Calisolar signed IPSa#page1.tif source=Calisolar signed IPSa#page2.tif source=Calisolar signed IPSa#page3.tif source=Calisolar signed IPSa#page4.tif source=Calisolar signed IPSa#page5.tif source=Calisolar signed IPSa#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 25, 2011 by and between GOLD HILL CAPITAL 2008, LP, a Delaware limited partnership ("Lender") and CALISOLAR INC., a Delaware corporation ("Borrower").

RECITALS

Borrower and Lender are parties to that certain Loan and Security Agreement dated as of August 25, 2010 and as amended from time to time including without limitation by that certain First Amendment to Loan and Security Agreement dated as of December 2, 2010, that certain Second Amendment to Loan and Security Agreement dated as of December 29, 2010, and that certain Third Amendment to Loan and Security Agreement dated as of April 26, 2011 (collectively, the "Loan Agreement"). The parties propose to enter into that certain Fourth Amendment to Loan and Security Agreement dated as of even date herewith (the "Amendment"). Lender is willing to enter into the Amendment only upon the condition, among others, that Borrower shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Loan Agreement.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

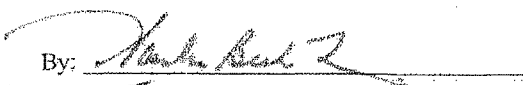
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

Address of Borrower:

985 Almanor Avenue
Sunnyvale, CA 94086
Attn: Chief Executive Officer

CALISOLAR INC.

By: 
Name: JAMES B. SMITH
Title: C.E.O.

LENDER:

Address of Lender:

One Almaden Blvd., Suite 630
San Jose, CA 95113
Attn: Sean Lynden / Alex Choy

GOLD HILL CAPITAL 2008, L.P.

By: 
Name: Alex Choy
Title: Associate
Gold Hill Capital

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

EXHIBIT B

<u>Description</u>	Patents Patent /Application <u>Number</u>	Issue /Application/Publication <u>Date</u>
SEMICONDUCTOR WAFER PRE- PROCESS ANNEALING AND GETTERING METHOD AND SYSTEM FOR SOLAR CELL FORMATION	8,008,107 11/648,127	8/30/2011
METHOD AND SYSTEM FOR FORMING A SILICON INGOT USING A LOW GRADE SILICON FEEDSTOCK	7,955,433 11/828,734	6/7/2011
GERMANIUM-ENRICHED SILICON MATERIAL FOR MAKING SOLAR CELLS	7,887,633 12/140,104	2/15/2011
METHOD AND SYSTEM FOR CONTROLLING RESISTIVITY IN INGOTS MADE OF COMPENSATED FEEDSTOCK SILICON	7,651,566 11/769,109	6/27/2007
METHOD AND SYSTEM FOR FORMING A SILICON INGOT USING A LOW- GRADE SILICON FEEDSTOCK	2011/0211995 13/034,956	2/25/2011
GERMANIUM ENRICHED SILICON MATERIAL FOR MAKING SOLAR CELLS	2011/0126758 12/954,498	11/24/2010
POLARIZATION RESISTANT SOLAR CELL DESIGN USING AN OXYGEN-RICH INTERFACE LAYER	2011/0094575 12/647,286	12/24/2009
POLARIZATION RESISTANT SOLAR CELL DESIGN USING SICN	2011/0094574 12/647,201	12/24/2009
QUALITY CONTROL PROCESS FOR UMG-SI FEEDSTOCK	2010/0327890 12/770,688	4/29/2010
PROCESS CONTROL FOR UMG-SI MATERIAL PURIFICATION	2010/0310445 12/703,727	2/10/2010
BIFACIAL SOLAR CELLS WITH BACK SURFACE REFLECTOR	2010/0275995 12/456,398	6/15/2009
BIFACIAL SOLAR CELLS WITH BACK SURFACE DOPING	2010/0275984 12/456,404	6/15/2009
BIFACIAL SOLAR CELLS WITH OVERLAID BACK GRID SURFACE	2010/0275983 12/456,378	6/15/2009
METHOD AND SYSTEM FOR CONTROLLING RESISTIVITY IN INGOTS MADE OF COMPENSATED FEEDSTOCK SILICON	2010/0258768 12/618,577	11/13/2009

<u>Description</u>	<u>Patent /Application Number</u>	<u>Issue /Application/Publication Date</u>
SOLAR CELL AND FABRICATION METHOD USING CRYSTALLINE SILICON BASED ON LOWER GRADE FEEDSTOCK MATERIALS	2009/0223549 12/045,259	3/10/2008
METHOD AND SYSTEM FOR REMOVING IMPURITIES FROM LOW-GRADE CRYSTALLINE SILICON WAFERS	2008/0197454 11/676,095	2/16/2007
METHOD AND SYSTEM FOR FORMING A HIGHER PURITY SEMICONDUCTOR INGOT USING LOW PURITY SEMICONDUCTOR FEEDSTOCK	2008/0178793 11/700,391	1/31/2007
LARGE GRAIN, MULTI-CRYSTALLINE SEMICONDUCTOR INGOT FORMATION METHOD AND SYSTEM	2008/0257254 11/736,390	4/17/2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CALISOLAR (and design)	3,644,734	06/23/09
CALISOLAR	3,548,405	12/16/08