

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
SOLFOCUS, INC.		01/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
Name:	GOLD HILL CAPITAL 2008, LP		
Street Address:	One Almaden Blvd., Suite 630		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3529356	SOLFOCUS	
Registration Number:	3628971	SOLFOCUS	
Registration Number:	3868288	SOLFOCUS	
Registration Number:	3280639	SOL FOCUS	
CORRESPONDENCE DATA			
Fax Number:	4049626571		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

CH \$115.00 3529356

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**TRADEMARK
 REEL: 004953 FRAME: 0652**

Phone: 404.885.3335
Email: ben.wiles@troutmansanders.com
Correspondent Name: BENJAMIN C. WILES
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET NE, SUITE 5200
Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER: 220763.001227

NAME OF SUBMITTER: Benjamin C. Wiles

Signature: /Benjamin C. Wiles 63174/

Date: 01/31/2013

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the January 31, 2013 by and among GOLD HILL CAPITAL 2008, LP, with its principal place of business at One Almaden Blvd., Suite 630, San Jose, California 95113 (“**Gold Hill**”); SILICON VALLEY BANK, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 (“**SVB**”) (SVB and Gold Hill, each individually a “**Lender**”, and collectively the “**Lenders**”), and SOLFOCUS, INC., a Delaware corporation (“**Grantor**”) whose address is 1841 Zanker Road, San Jose, California 95112.

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Lenders and Grantor dated July 13, 2011 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). The Loan Agreement is being amended pursuant to that certain First Amendment to Loan and Security Agreement by and among the Lenders and Grantor of even date herewith (the “First Amendment”). It is a condition of the First Amendment that Grantor shall grant to the Lenders a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the First Amendment, Grantor has granted to the Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt 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 under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Lenders.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lenders with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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.

GRANTOR:

SOLFOCUS, INC.

By: 

Title: Mark Crowley / CEO

LENDERS:

SILICON VALLEY BANK

By: 

Name: BRIAN BELL

Title: SR. ADVISOR

GOLD HILL CAPITAL 2008, LP

By: Gold Hill Capital 2008, LLC, its General Partner

By: _____

Name:

Title:

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.

GRANTOR:

SOLFOCUS, INC.

By: 

Title: Mark Crowley / CEO

LENDERS:

SILICON VALLEY BANK

By _____

Name:

Title:

GOLD HILL CAPITAL 2008, LP

By: Gold Hill Capital 2008, LLC, its General Partner

By 

Name:

Title:

*Glenn Marasigan
Principal*

EXHIBIT A
EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
COMBINATION NON-IMAGING CONCENTRATOR	8,119,905	February 21, 2012
FIELD LEVEL TRACKER CONTROLLER	8,076,625	December 13, 2011
CONCENTRATOR SOLAR PHOTOVOLTAIC ARRAY WITH COMPACT TAILORED IMAGING POWER UNITS	8,063,300	November 22, 2011
SYSTEMS TO RETAIN AN OPTICAL ELEMENT ON A SOLAR CELL	7,985,921	July 26, 2011
APPARATUS AND METHOD FOR SOLAR THERMAL ENERGY COLLECTION	7,971,587	July 5, 2011
SOLAR CONCENTRATOR BACKPAN	7,928,316	April 19, 2011
SYSTEM TO INCREASE SNR OF CPV- GENERATED POWER SIGNAL	7,895,017	February 22, 2011
SEMICONDUCTOR MOUNT	7,855,423	December 21, 2010
PASSIVELY COOLED SOLAR CONCENTRATING PHOTOVOLTAIC DEVICE	7,851,693	December 14, 2010
SOLAR THERMAL COLLECTOR MANIFOLD	7,779,829	August 24, 2010
SEMICONDUCTOR MOUNT	7,545,011	June 9, 2009
SHIELD FOR SOLAR RADIATION COLLECTOR	7,473,000	January 6, 2009
PASSIVELY COOLED SOLAR CONCENTRATING PHOTOVOLTAIC DEVICE	12/950,918	November 19, 2010
MOLDED SECURING DEVICE FOR AN OPTICAL ELEMENT	12/488,492	June 19, 2009
SOLAR THERMAL COLLECTOR MANIFOLD	12/838,645	July 19, 2010

DEVICE AND METHOD FOR SHAPING OPTICAL COMPONENTS	12/436,772	May 6, 2009
FOUR TERMINAL MONOLITHIC MULTIJUNCTION SOLAR CELL	12/573,142	October 4, 2009
FIELD LEVEL INVERTER CONTROLLER	12/393,009	February 25, 2009
HEAT SPREADING SHIELD	12/548,410	August 26, 2009
ENCAPSULANT WITH MODIFIED REFRACTIVE INDEX	12/209,675	September 12, 2008
OPTICAL SUPPORT APPARATUS	12/197,178	August 22, 2008
CLIPS FOR ALIGNING OPTICAL COMPONENTS IN A SOLAR CONCENTRATING ARRAY	12/177,874	July 22, 2008
ENERGY RECOVERY OF SECONDARY OBSCURATION	12/176,341	July 19, 2008
SOLAR THERMAL COLLECTOR INSERT	12/131,875	June 2, 2008
SOLAR CELL WITH CURRENT BLOCKING LAYER	12/401,546	March 10, 2009
SIMULATOR SYSTEM AND METHOD FOR MEASURING CURRENT VOLTAGE CHARACTERISTIC CURVES OF A SOLAR CONCENTRATOR	12/202,377	September 1, 2008
SIMULATOR SYSTEM AND METHOD FOR MEASURING ACCEPTANCE ANGLE CHARACTERISTICS OF A SOLAR CONCENTRATOR	12/202,378	September 1, 2008
SOLAR COLLECTOR DESICCANT SYSTEM	12/104,415	April 16, 2008
INTEGRATED OPTICS FOR CONCENTRATOR SOLAR RECEIVERS	11/963,799	December 22, 2007
LEADFRAME RECEIVER PACKAGE	12/250,034	October 13, 2008
MONOLITHIC GLASS ARRAY	12/044,939	March 8, 2008
SOLAR CONCENTRATOR	12/175,456	July 18, 2008
SOLAR CONCENTRATOR WITH SQUARE MIRRORS	12/021,238	January 28, 2008
NON-IMAGING CONCENTRATOR WITH SPACING NUBS	11/927,817	October 30, 2007

HERMETIC RECEIVER PACKAGE	12/032,696	February 18, 2008
MONOLITHIC MIRROR ARRAY	12/263,462	November 1, 2008
ENVIRONMENTAL CONTROL ENCLOSURE	12/245,631	October 3, 2008
EQUIPMENT AND PROCESS FOR MEASURING THE PRECISION OF SUN TRACKING FOR PHOTOVOLTAIC CONCENTRATORS	12/101,941	April 11, 2008
FIELD LEVEL TRACKER CONTROLLER	PCT/US2010/023591	February 9, 2010
FIELD LEVEL INVERTER CONTROLLER	PCT/US2010/023618	February 9, 2010
A HEAT SPREADING SHIELD	PCT/US2009/067041	December 7, 2009
ENCAPSULANT WITH MODIFIED REFRACTIVE INDEX	PCT/US2009/051468	July 23, 2009
GLOBAL SOLAR TRACKING SYSTEM	PCT/US2009/050495	July 14, 2009
FAULT MONITORING BASED ON SOLAR TRACKING ERROR	PCT/US2009/050510	July 14, 2009
SYSTEM TO INCREASE SNR OF CPV-GENERATED POWER SIGNAL	PCT/US2009/050485	July 14, 2009
DETERMINATION OF SOLAR TRACKING ERROR	PCT/US2009/050502	July 14, 2009
SOLAR CONCENTRATOR BACKPAN	PCT/US2009/044787	May 21, 2009
SOLAR CELL WITH CURRENT BLOCKING LAYER	PCT/US2009/042754	May 4, 2009
IMPROVED SOLAR CELL	PCT/US2009/034362	February 18, 2009
LEADFRAME RECEIVER PACKAGE FOR SOLAR CONCENTRATOR	PCT/US2008/087998	December 22, 2008
SOLAR CELL PACKAGE FOR SOLAR CONCENTRATOR	PCT/US2008/087987	December 22, 2008
SOLID CONCENTRATOR WITH TOTAL INTERNAL SECONDARY REFLECTION	PCT/US2008/087993	December 22, 2008
INTEGRATED OPTICS FOR CONCENTRATOR SOLAR RECEIVERS	PCT/US2008/085847	December 8, 2008
SOLAR CELL PACKAGE FOR SOLAR CONCENTRATOR	PCT/US2008/081977	October 31, 2008

SOLAR CELL PASSIVATION AND LEVELING	PCT/US2008/081532	October 29, 2008
SOLAR CONCENTRATOR WITH SQUARE MIRRORS	PCT/US2008/080553	October 20, 2008
COMBINATION NON-IMAGING CONCENTRATOR	PCT/US2008/080662	October 22, 2008
IMPROVED MONOLITHIC MIRROR ARRAY	PCT/US2008/082169	November 1, 2008
DISCRETE SECONDARY REFLECTOR FOR SOLID CONCENTRATOR	PCT/US2008/060983	April 21, 2008
SOLAR POWER UNIT WITH ENCLOSED OUTER STRUCTURE	PCT/US2008/060544	April 16, 2008
SINGLE MIRROR SOLAR CONCENTRATOR WITH EFFICIENT ELECTRICAL AND THERMAL MANAGEMENT	PCT/US2008/053715	February 12, 2008
THERMAL SPRAY FOR SOLAR CONCENTRATOR FABRICATION	PCT/US2008/050791	January 10, 2008
METAL TRACE FABRICATION FOR OPTICAL ELEMENT	PCT/US2008/050790	January 10, 2008
ALIGNMENT OF OPTICAL ELEMENT AND SOLAR CELL	PCT/US2008/052611	January 31, 2008
DIRECT ATTACHMENT OF OPTICALLY-ACTIVE DEVICE TO OPTICAL ELEMENT	PCT/US2008/052617	January 31, 2008
CONDUCTOR FABRICATION FOR OPTICAL ELEMENT	PCT/US2008/052615	January 31, 2008
OPTIC SPACING NUBS	PCT/US2007/087336	December 13, 2007
PASSIVELY COOLED SOLAR CONCENTRATING PHOTOVOLTAIC DEVICE	PCT/US2007/067016	April 19, 2007
SOLAR CONCENTRATING PHOTOVOLTAIC DEVICE WITH RESILIENT CELL PACKAGE ASSEMBLY	PCT/US2007/067021	April 19, 2007
LAMINATED SOLAR CONCENTRATING PHOTOVOLTAIC DEVICE	PCT/US2007/067018	April 19, 2007

CONCENTRATOR SOLAR PHOTOVOLTAIC ARRAY WITH COMPACT TAILORED IMAGING POWER UNITS	PCT/US2006/020588	May 26, 2006
SOLAR CONCENTRATING PHOTOVOLTAIC DEVICE WITH RESILIENT CELL PACKAGE ASSEMBLY	11/382,004	May 5, 2006
THERMAL SPRAY FOR SOLAR CONCENTRATOR FABRICATION	11/782,605	July 24, 2007
METAL TRACE FABRICATION FOR OPTICAL ELEMENT	11/782,609	July 24, 2007
SOLID CONCENTRATOR WITH TOTAL INTERNAL SECONDARY REFLECTION	12/046,903	March 12, 2008
SOLAR CELL	12/050,516	March 18, 2008
SOLAR CELL PACKAGE FOR SOLAR CONCENTRATOR	12/118,026	May 9, 2008
SOLAR CELL PASSIVATION AND LEVELING	12/164,176	June 30, 2008
FAULT MONITORING BASED ON SOLAR TRACKING ERROR	12/179,233	July 24, 2008
DETERMINATION OF SOLAR TRACKING ERROR	12/179,315	July 24, 2008
LAMINATED SOLAR CONCENTRATING PHOTOVOLTAIC DEVICE	7,638,708	December 29, 2009
SOLAR THERMAL ENERGY COLLECTOR	11/949,295	December 3, 2007
LEADFRAME RECEIVER PACKAGE FOR SOLAR CONCENTRATOR	12/046,152	March 11, 2008
GLOBAL SOLAR TRACKING SYSTEM	12/200,086	August 28, 2008
OPTICAL SYSTEM FOR BIFACIAL SOLAR CELL	12/206,034	September 8, 2008
BIFACIAL MULTIUNCTION SOLAR CELL	12/206,045	September 8, 2008
THREE TERMINAL MONOLITHIC MULTIUNCTION SOLAR CELL	12/424,658	April 16, 2009
SOLAR REFLECTING MIRROR HAVING A PROTECTIVE COATING AND METHOD OF MAKING SAME	12/709,045	February 19, 2010

SOLAR REFLECTING MIRROR AND METHOD OF MAKING SAME	12/709,091	February 19, 2010
OPTICAL SYSTEM USING TAILORED IMAGING DESIGNS	11/351,314	February 9, 2006
MULTI-JUNCTION SOLAR CELLS WITH AN APLANATIC IMAGING SYSTEM AND COUPLED NON-IMAGING LIGHT CONCENTRATOR	11/084,882	March 21, 2005
SOLAR ASSEMBLY STRUCTURE	61/528,743	August 29, 2011
SOLAR ASSEMBLY STRUCTURE	13/587,929	August 12, 2012
SOLAR CONCENTRATOR REFLECTOR AND ENCLOSURE	61/531,616	September 7, 2011
ASYMMETRIC REFLECTIVE CONCENTRATOR	61/661,776	June 19, 2012

EXHIBIT C

Trademarks

<u>Description</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SOLFOCUS	US	3,529,356	November 4, 2008
SOLFOCUS	US	3,628,971	May 26, 2009
SOLFOCUS	US	3,868,288	October 26, 2010
SOL FOCUS	US	3,280,639	August 14, 2007
SOLFOCUS	WIPO	0913049	December 28, 2006

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		