

03-12-2008

U.S. DEPARTMENT OF

United States Patent and Trademark Office



103487975

To the Director of the U.S. Patent and

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership

- ☒ Corporation-State
☐ Other

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): March 5, 2008

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

☒ Other : Release

Name: Plextronics, Inc.

Internal Address

Street Address: 2180 William Pitt Way

City: Pittsburgh

State: PA

Country: USA

Zip: 15238

- ☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship :Canada
☐ Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)
76486168

B. Trademark Registration No.(s)
2902063
3004841

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? ☐ Yes ☒ No

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

Name: Silicon Valley Bank

Internal Address: HF154

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

Phone Number: (408)654-4044

Fax Number: (408)654-6313

Email Address: AMDC@SVB.COM

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 90.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name

9. Signature.

Kelly Green

Signature

March 5, 2008

Date

Kelly Green

Name of Person Signing

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

TRADEMARK

REEL: 003739 FRAME: 0238

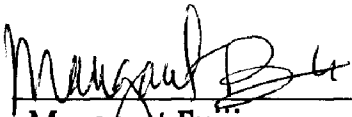
**Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:Mail
Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450**

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Plextronics, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, 05/10/2007, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on 05/25/2007, Reel 3549, Frame 0914.

Dated: **March 5, 2008**

SILICON VALLEY BANK

By: 
Name: Margaret Fujii
Title: Operations Department Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 10, 2007 by and between SILICON VALLEY BANK ("Bank") and PLEXTRONICS, INC. ("Grantor").

RECITALS

A. Bank has 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 between Bank and Grantor dated May 10, 2007 (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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:

Address of Grantor:

PLEXTRONICS, INC.

2180 William Pitt Way
Pittsburgh, Pennsylvania 15238

By: Sean Rollman
Title: CFO

Attn: Sean Rollman, Chief Financial Officer

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____
Title: _____

Attn: _____

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:

Address of Grantor:

PLEXTRONICS, INC.

2180 William Pitt Way
Pittsburgh, Pennsylvania 15238

By: Sean Rollman
Title: CFO

Attn: Sean Rollman, Chief Financial Officer

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: Richard White
Title: Relationship Manager

Attn: Amy Ashley

SCHEDULE A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

N/A

N/A

SCHEDULE B**Patents**

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Heteroatomic regioregular poly(3-substitutedthiophenes) for photovoltaic cells	U.S.	11/234,373	09/26/2005
Heteroatomic regioregular poly (3-substitutedthiophenes) in electroluminescent devices	U.S.	11/234,374	09/26/2005
Heteroatomic regioregular poly(3-substitutedthiophenes) as thin film conductors in diodes which are not light emitting or photovoltaic	U.S.	11/274,918	11/16/2005
Hole injection/transport layer compositions and devices	U.S.	11/350,271	02/09/2006
Copolymers of soluble poly(thiophenes) with improved electronic performance	U.S.	11/376,550	03/16/2006
Latent Doping of Conducting Polymers	U.S.	11/496,024	07/31/2006
Electrostatic Coatings and Articles Comprising Polythiophenes	U.S.	PCT/US2007/00 1245	01/18/2007
High Performance Polymer Photovoltaics	U.S.	PCT/US2007/00 4591	02/23/2007
Organic Photovoltaic Devices Comprising Fullerenes and Derivatives Thereof	U.S.	60/812,961	06/13/2006
Field Effect Transistor Methods and Devices	U.S.	60/850,267	10/10/2006
Quantum DOT Photovoltaic Device	U.S.	60/880,004	01/12/2007
Solar Farms Having Ultra-Low Cost OPV Modules	U.S.	60/484,363	10/02/2006
Sulfonation of Conducting Polymers and OLED and Photovoltaic Devices	U.S.	60/832,095	07/21/2006
Sulfonation of Conducting Polymers and OLED, Photovoltaic and ESD Devices	U.S.	60/845,172	09/18/2006
Copolymers of Soluble Poly(Thiophenes) with Improved Electronic Performance	PCT	PCT/US2006/00 9458	03/16/2006
Hole Injection/Transport Layer Compositions and Devices	PCT	PCT/US2006/00 4446	02/09/2006
Solvent Suppressed Doping of Regioregular Polythiophene	PCT	PCT/US2006/02 9552	07/31/2006
Heteroatomic Regioregular Poly (3-substituedthiophenes) for Electroluminescent Devices	EPO	Base PCT/US2005/03 4042	09/26/2005
Heteroatomic Regioregular Poly (3-substitutedthiophenes) for Photovoltaic Cells	EPO	Base PCT/US2005/03 4043	09/26/2005

TYSON01 306748v3 220763-000389

Electrostatic Coatings and Articles Comprising Polythiophenes	Taiwan	096102112	01/19/2007
Hole Injection/Transport Layer Compositions and Devices	Taiwan	095104614	02/10/2006
Latent Doping of Conducting Polymers	Taiwan	095128153	08/01/2006
Heteroatomic Regioregular Poly (3-substitutedthiophenes) for Photovoltaic Cells	Japan	Base PCT/US2005/03 4043	09/26/2005
Heteroatomic Regioregular Poly (3-substitutedthiophenes) for Electroluminescent Devices	Japan	Base PCT/US2005/03 4042	09/26/2005
Heteroatomic Regioregular Poly (3-substitutedthiophenes) for Photovoltaic Cells	S Korea	Base PCT/US2005/03 4043	09/26/2005
Heteroatomic Regioregular Poly (3-substitutedthiophenes) for Electroluminescent Devices	S Korea	Base PCT/US2005/03 042	09/26/2005
Heteroatomic Regioregular Poly (3-substitutedthiophenes) for Photovoltaic Cells	China	Base PCT/US2005/03 4043	09/26/2005
Heteroatomic Regioregular Poly (3-substitutedthiophenes) for Electroluminescent Devices	China	Base PCT/US2005/03 4042	09/26/2005
Heteroatomic Regioregular Poly (3-substitutedthiophenes) for Photovoltaic Cells	Singapore	Base PCT/US2005/03 4043	09/26/2005
Heteroatomic Regioregular Poly (3-substitutedthiophenes) for Electroluminescent Devices	Singapore	Base PCT/US2005/03 4042	09/26/2005
Hole Injection/Transport Layer Compositions and Devices	Malaysia	PI20060573	02/10/2006
Latent Doping of Conducting Polymers	Malaysia	PI20063684	07/31/2006

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PLEXCORE (Registered)	3004841	10/04/2005
PLEXTRONICS (Registered)	2902063	11/09/2004
PLEXTRON MATERIAL (Pending- suspended)	76/486168	01/30/2003