

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Solar Integrated Technologies, Inc.</td> <td></td> <td>12/30/2005</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Solar Integrated Technical Services, LLC</td> <td></td> <td>12/30/2005</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Solar Integrated Technologies, Inc.		12/30/2005	CORPORATION: DELAWARE	Solar Integrated Technical Services, LLC		12/30/2005	LIMITED LIABILITY COMPANY: DELAWARE	
Name	Formerly	Execution Date	Entity Type										
Solar Integrated Technologies, Inc.		12/30/2005	CORPORATION: DELAWARE										
Solar Integrated Technical Services, LLC		12/30/2005	LIMITED LIABILITY COMPANY: DELAWARE										
RECEIVING PARTY DATA													
Name:	General Electric Capital Corporation												
Street Address:	800 Long Ridge Road												
City:	Stamford												
State/Country:	CONNECTICUT												
Postal Code:	06927												
Entity Type:	CORPORATION: DELAWARE												
PROPERTY NUMBERS Total: 3													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>78980263</td> <td>SOLARINTEGRATED</td> </tr> <tr> <td>Serial Number:</td> <td>78867338</td> <td>SOLARINTEGRATED</td> </tr> <tr> <td>Serial Number:</td> <td>78867336</td> <td>THINKING INTEGRATED. BUILDING INTEGRATED.</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Serial Number:	78980263	SOLARINTEGRATED	Serial Number:	78867338	SOLARINTEGRATED	Serial Number:	78867336	THINKING INTEGRATED. BUILDING INTEGRATED.	
Property Type	Number	Word Mark											
Serial Number:	78980263	SOLARINTEGRATED											
Serial Number:	78867338	SOLARINTEGRATED											
Serial Number:	78867336	THINKING INTEGRATED. BUILDING INTEGRATED.											
CORRESPONDENCE DATA													
Fax Number:	(212)230-7735												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Email:	traceybennett@paulhastings.com												
Correspondent Name:	Tracey D. Bennett												
Address Line 1:	c/o Paul, Hastings, Janofsky & Walker												
Address Line 2:	75 E. 55th St.												
Address Line 4:	New York, NEW YORK 10022												
ATTORNEY DOCKET NUMBER:	56706.00031												
NAME OF SUBMITTER:	Tracey D. Bennett												

CH \$90.00 78980263

Signature:	/s/Tracey D. Bennett
Date:	06/12/2009
<p>Total Attachments: 18</p> <p>source=SIT IP Agt#page1.tif source=SIT IP Agt#page2.tif source=SIT IP Agt#page3.tif source=SIT IP Agt#page4.tif source=SIT IP Agt#page5.tif source=SIT IP Agt#page6.tif source=SIT IP Agt#page7.tif source=SIT IP Agt#page8.tif source=SIT IP Agt#page9.tif source=SIT IP Agt#page10.tif source=SIT IP Agt#page11.tif source=SIT IP Agt#page12.tif source=SIT IP Agt#page13.tif source=SIT IP Agt#page14.tif source=SIT IP Agt#page15.tif source=SIT IP Agt#page16.tif source=SIT IP Agt#page17.tif source=SIT IP Agt#page18.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, restatements, supplements or other modifications, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of December 30, 2005, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and between Solar Integrated Technologies, Inc., a Delaware corporation ("Borrower") and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make Loans to the Borrower in accordance with the terms set forth therein; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrower under the Loan Agreement and in order to induce Lender to enter into the Loan Agreement and other Loan Documents and to induce Lender to make the Loans as provided for in the Loan Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Lender to secure all of the Obligations.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or Schedule A thereto.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Lender as aforesaid, each Grantor hereby grants to Lender a right of setoff, against the property of such Grantor held by Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor, jointly and severally, represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule IV hereto, perfected security interests in favor of Lender in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule IV hereto, all action necessary or otherwise requested by Lender to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement. In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Lender with respect to the Intellectual Property Collateral made in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms the covenants of Grantor with respect to the Intellectual Property Collateral in the Loan Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Schedule B to the Loan Agreement (or such other address as may be substituted by notice given in the manner required by Section 4.1 of the Loan Agreement), and given in the manner required by Section 4.1 of the Loan Agreement.

8. ADDITIONAL GRANTORS. The initial Grantor hereunder is the Borrower. From time to time subsequent to the date hereof, additional Corporate Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Lender, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the

addition or release of any other Grantor hereunder nor by any election of Lender not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SOLAR INTEGRATED TECHNOLOGIES,
INC.**

By: 

Name: R. RANDALL MACEWEN

Title: EXECUTIVE VICE PRESIDENT

**SOLAR INTEGRATED TECHNICAL
SERVICES LLC**


By: 

Name: R. RANDALL MACEWEN

Title: EXECUTIVE VICE PRESIDENT

Acknowledged and Agreed:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Lender**

By:  _____
Name: *James M. ...*
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

STATE OF California,

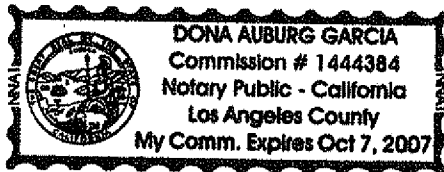
COUNTY OF Los Angeles

SS.

On this 30th day of December, 2005 before me personally appeared Randall MacEwen proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Solar Integrated Technologies, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Dona Auburg Garcia
Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTORS

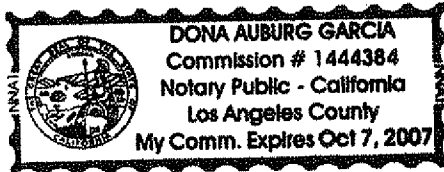
STATE OF California)
COUNTY OF Los Angeles }

ss.

On this 30th day of December, 2005 before me personally appeared Randall MacEwan proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Solar Integrated Technical Services, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its _____ and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Dona Auburg Garcia
Notary Public

{seal}



SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

None.

II. PATENT APPLICATIONS

Grantor	Country	Patent	Application Number	Date
Solar Integrated Technologies, Inc.	United States	Integrated photovoltaic roofing system	10679814	10/6/03
Solar Integrated Technologies, Inc.	United States	Integrated photovoltaic roofing component and panel	10351299	1/23/03
Solar Integrated Technologies, Inc.	Patent Cooperation Treaty	Integrated photovoltaic roofing system	US04/01881 PCT	1/22/04
Solar Integrated Technologies, Inc.	Australia	Integrated photovoltaic roofing system	20044206583	1/22/04
Solar Integrated Technologies, Inc.	Canada	Integrated photovoltaic roofing system		
Solar Integrated Technologies, Inc.	Europe	Integrated photovoltaic roofing system		
Solar Integrated Technologies, Inc.	China	Integrated photovoltaic roofing system		
		Power Management System		Not yet filed
	United States	Flexible Photovoltaic Assembly	60/646247	Not yet assigned

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
----------------	--------------------------	--------------------------	----------------

None.

Case Number/Subcase Country Name	Case Type	Application Number/Date	Publication Number/Date	Patent Number/Date	Status Expiration Date
49554/00 United States	ORD	10/351299 23-Jan-2003	29-Jul-2004	7342171 11-Mar-2008	ISSUED 13-Jul-2024
<i>Title:</i> INTEGRATED PHOTOVOLTAIC ROOFING COMPONENT AND PANEL					
50739/00 Australia	PCT	20044206583 22-Jan-2004			PENDING
<i>Title:</i> INTEGRATED PHOTOVOLTAIC ROOFING SYSTEM					
50739/00 Canada	PCT	2512526 22-Jan-2004			PENDING
<i>Title:</i> INTEGRATED PHOTOVOLTAIC ROOFING SYSTEM					
50739/00 European Patent Convention	PCT	04704476.3 22-Jan-2004			PENDING
<i>Title:</i> INTEGRATED PHOTOVOLTAIC ROOFING SYSTEM					
50739/00 People's Republic of China	PCT	200480002471.0 22-Jan-2004	22-Feb-2006		Published
<i>Title:</i> INTEGRATED PHOTOVOLTAIC ROOFING SYSTEM					
50739/00 United States	ORD	10/679814 06-Oct-2003	07-Apr-2005		PUBLISHED
<i>Title:</i> INTEGRATED PHOTOVOLTAIC ROOFING SYSTEM					
57938/00 Patent Cooperation Treaty	ORD	US2008/067764 20-Jun-2008			Pending
<i>Title:</i> PHOTOVOLTAIC PANEL					
57938/00 United States	ORD	11/766709 21-Jun-2007			PENDING
<i>Title:</i> PHOTOVOLTAIC PANEL					
61286/00 United States	CON	12/014058 14-Jan-2008	29-May-2008		PUBLISHED
<i>Title:</i> INTEGRATED PHOTOVOLTAIC ROOFING COMPONENT AND PANEL					

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Grantor	Country	Mark	Registration Number	Date
Solar Integrated Technologies, Inc.	United States	SOLAR INTEGRATED TECHNOLOGIES	2,996,163	9/13/05
Solar Integrated Technologies, Inc.	European Community	ENERGY>EFFICIENCY>CONSERVATION and Design	3817211	5/4/04
Solar Integrated Technologies, Inc.	European Community	SOLAR INTEGRATED TECHNOLOGIES	3685369	2/27/04
Solar Integrated Technologies, Inc.	European Community	SOLARCOAT!	3816998	5/4/04

II. TRADEMARK APPLICATIONS

Grantor	Country	Mark	Application Number	Date
Solar Integrated Technologies, Inc.	United States	SI2	78-685094	8/3/05
Solar Integrated Technologies, Inc.	United States	SOLAR INTEGRATED TECHNOLOGIES	78-298833	9/10/03
Solar Integrated Technologies, Inc.	United States	SOLARCOAT!	78-323704	11/5/03
Solar Integrated Technologies, Inc.	United States	SMARTPV!	78-324369	7/12/05
Solar Integrated Technologies, Inc.	United States	ENERGY>EFFICIENCY>CONSERVATION	78-322782	11/4/03
Solar Integrated Technologies, Inc.	United States	SMARTADVANTAGE!	78-324381	4/12/05

Grantor	Country	Mark	Application Number	Date
Solar Integrated Technologies, Inc.	United States	SMARTMANAGEMENT!	78-324394	7/12/05
Solar Integrated Technologies, Inc.	United States	ENERGY>EFFICIENCY>CONSERVATION	78-322744	5/13/04
Solar Integrated Technologies, Inc.	United States	SOLAR INTEGRATED TECHNOLOGIES	76-407724	5/8/02

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.			

Trademark	Case Number/Subcase Country Name	Status Classes	Application Number/Date	Registration Number/Date
ENERGY>EFFICIENCY>CONSE RVATION stylized	51418/00 United States	REGISTERED 37 Int., 42 Int.	78/322782 04-Nov-2003	3060977 21-Feb-2006
SOLAR INTEGRATED and Design	57597/00 European Community	REGISTERED 09 Int., 37 Int., 42 Int.	005060686 05-May-2006	005060686 20-Dec-2007
SOLAR INTEGRATED and Design	57597/01 United States	PENDING 37 Int., 42 Int.	78/980263 21-Apr-2006	
SOLAR INTEGRATED and Design	57597/00 United States	Allowed 19 Int., 24 Int.	78/867338 21-Apr-2006	
SOLAR INTEGRATED TECHNOLOGIES	51026/00 United States	REGISTERED 19 Int.	78/293069 27-Aug-2003	2996163 13-Sep-2005
SOLARCOAT! (stylized)	51479/00 European Community	OPPOSED 19 Int.	3816998 04-May-2004	
SOLARCOAT! (stylized)	51479/00 United States	PUBLISHED 09 Int.	78/323704 05-Nov-2003	
THINKING INTEGRATED. BUILDING INTEGRATED	57605/00 European Community	REGISTERED 09 Int., 37 Int., 42 Int.	5060751 05-May-2006	5060751 20-Jul-2007
THINKING INTEGRATED. BUILDING INTEGRATED	57605/00 United States	Allowed 19 Int., 24 Int., 37 Int., 42 Int.	78/867336 21-Apr-2006	

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
----------------	------------------	-----------------	-------------

None.

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
----------------	------------------	------------------------	-------------

None.

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
----------------	--------------------------	--------------------------	----------------

None.

SCHEDULE IV
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Financing Statements

Grantor	Filing Jurisdiction
Solar Integrated Technologies, Inc.	Delaware Secretary of State -- Filing of UCC Financing Statement
Solar Integrated Technical Services, LLC	Delaware Secretary of State -- Filing of UCC Financing Statement

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, 200[], is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of December 30, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between Solar Integrated Technologies, Inc., as Grantor and General Electric Capital Corporation, as Lender. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title: