

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Thomson S.A. | | 07/10/2009 | CORPORATION: FRANCE |
| RECEIVING PARTY DATA | | | |
| Name: | Civolution B.V. | | |
| Street Address: | High Tech Campus 48 | | |
| City: | Eindhoven | | |
| State/Country: | NETHERLANDS | | |
| Postal Code: | 5656 AE | | |
| Entity Type: | CORPORATION: NETHERLANDS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3339895 | NEXGUARD | |
| Registration Number: | 3339897 | NEXTRACKER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (423)785-8480 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 4237566600 | | |
| Email: | djohnson@millermartin.com | | |
| Correspondent Name: | Douglas T. Johnson | | |
| Address Line 1: | 832 Georgia Avenue | | |
| Address Line 2: | Suite 1000 Volunteer Building | | |
| Address Line 4: | Chattanooga, TENNESSEE 37402-2289 | | |
| ATTORNEY DOCKET NUMBER: | 19250-0059 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Douglas T. Johnson | | |

CH \$65.00 3339895

900144706

**TRADEMARK
 REEL: 004074 FRAME: 0266**

Address Line 1: 832 Georgia Avenue
Address Line 2: Suite 1000 Volunteer Building
Address Line 4: Chattanooga, TENNESSEE 37402-2289

| | |
|--------------------|--------------------|
| NAME OF SUBMITTER: | Douglas T. Johnson |
|--------------------|--------------------|

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|------------|----------------------|
| Signature: | /Douglas T. Johnson/ |
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| Date: | 10/06/2009 |
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| Total Attachments: 2 source=Assignment_001#page1.tif source=Assignment_001#page2.tif |
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**Deed of
TRANSFER OF TRADEMARK RIGHTS**

For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) duly agreed by the parties *as per* a separate sale and purchase agreement executed on July 1, 2009 (as amended by Amendment n°1 dated July 2, 2009) which stipulations are incorporated hereto by reference, notably the stipulations set out in articles 17 and 18 of the sale and purchase agreement,

THOMSON S.A., a *société anonyme* incorporated in France, having its registered office at 46 quai Alphonse le Gallo, 92100 Boulogne-Billancourt, France, registered at the Nanterre Trade Register (RCS) with number 333 773 174 ("Assignor"), does hereby irrevocably sell, assign, transfer, and convey unto CIVOLUTION B.V., a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), having its registered office in Eindhoven, the Netherlands, and its business address at High Tech Campus 48, 5656 AE Eindhoven, the Netherlands, registered with the Trade Register of the Chamber of Commerce under number 17233784 ("Assignee") and its successors, assigns and legal representatives:

exclusive and full title and ownership over the trademark applications and trademarks listed in the Attachment hereto (the "Trademarks"), including all of Assignor's rights, titles, and interests that exist today and may exist in the future in and to the Trademarks including past, present, and future causes of action, rights, remedies and claims for damages derived by reason of infringement thereof and now being the same for Assignee's own use and for the use of its assigns, successors, and legal representatives to the full end of the term, as such may also be extended from time to time, of said Trademarks, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor hereby grants Assignee, as well as any designated agent of Assignee, the right to perform on its behalf all that is necessary, and on its behalf sign all the necessary documents which are required, to establish the transfer of the Trademarks to Assignee and perform on its behalf any necessary registration thereof in all applicable jurisdictions. If and to the extent Assignee, or any designated agent of Assignee, is nevertheless unable to undertake any of the above in the name of Assignor further to the above, Assignor shall, at the first request (by or on behalf) of Assignee, promptly sign, execute and deliver such other instruments itself and do and perform such other acts and things as may be reasonably necessary for completing and perfecting the transactions contemplated hereby.

Assignor hereby authorizes the respective trademark office or governmental agency in each jurisdiction to issue any and all trademarks or other governmental grants or issuances that may be granted upon any of the Trademarks in the name of Assignee, as the assignee to the interest therein.

All external costs, charges, levies and fees in connection with the (perfection of the) transfer and the change of registration of the Trademarks shall be for the account of Assignee.

This deed of transfer shall be effective as of July 10, 2009.

A French translation shall be subject to the formality of registration at the Assignee's diligence. If the provisions of the French translation conflict in any way with the provisions of this English-version deed of transfer, the parties agree that the provisions of this deed of transfer shall prevail over such translation.

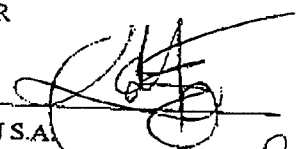
IN WITNESS WHEREOF, this deed of transfer is executed on July 10, 2009.

ASSIGNOR

THOMSON S.A.

Name:

Title:



KATZ Daniel
VP DTE B&B, LRI

ASSIGNEE

CIVOLUTION B.V.

Name:

Title:


Alex Terpstra
CEO

TRADEMARK

REEL: 004074 FRAME: 0268

US trademark registration no. 3,339,897 – NEXTRACKER

US trademark registration no. 3,339,895 – NEXGUARD