

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solaicx		06/16/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Laminar Direct Capital, L.L.C., as collateral agent		
Street Address:	20400 Stevens Creek Boulevard, Suite 850		
City:	Cupertino		
State/Country:	CALIFORNIA		
Postal Code:	95014		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3196633	SOLAICX	
CORRESPONDENCE DATA			
Fax Number:	(650)473-2601		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-473-2649		
Email:	aechery@omm.com		
Correspondent Name:	Brian Covotta, Esq.		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	2765 Sand Hill Road		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	193993-17		
NAME OF SUBMITTER:	Alexandra C. Echery		
Signature:	/ace/		
Date:	12/10/2009		

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Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

June 16, 2009

WHEREAS, Solaicx, a California corporation (the “**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, the Grantor has entered into that certain Convertible Note and Warrant Purchase Agreement, dated as of June 16, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) with the investors named therein (collectively, together with their respective successors and assigns party to the Purchase Agreement from time to time, the “**Investors**”) pursuant to which the Investors have made certain commitments and loans to the Grantor, subject to the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of June 16, 2009 (as amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among the Grantor, Laminar Direct Capital L.L.C., as collateral agent for the Investors (in such capacity, the “**Collateral Agent**”), and the Investors, the Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Collateral Agent pursuant to the Security Agreement, the Grantor hereby grants to the Collateral Agent a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of the Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

SOLAICX

By: David F. Ranhoff
Name: David Ranhoff
Title: Chief Executive Officer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Mark</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Solaicx and stylized logo	USA	3196633	January 9, 2007