

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OptiSolar Technologies Inc.		06/19/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OptiSolar Holdings LLC		
<b>Street Address:</b>	650 Castro Street		
<b>Internal Address:</b>	Suite 120-226		
<b>City:</b>	Mountain View		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94041		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3532341	OPTISOLAR	
<b>Registration Number:</b>	3532342	OPTISOLAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)954-4480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415/954-4400		
<b>Email:</b>	dmarangio@fbm.com		
<b>Correspondent Name:</b>	David E. Stoll, Farella Braun + Martel		
<b>Address Line 1:</b>	235 Montgomery Street		
<b>Address Line 2:</b>	17th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>ATTORNEY DOCKET NUMBER:</b>	20452 OPTISOLAR TMS SEC		
<b>NAME OF SUBMITTER:</b>	David E. Stoll		

**CH \$65.00 3532341**

Signature:	/david e. stoll/
Date:	01/04/2010
<p><b>Total Attachments: 13</b></p> <p>source=Copy of executed ePod Security Agreement (5)#page1.tif source=Copy of executed ePod Security Agreement (5)#page2.tif source=Copy of executed ePod Security Agreement (5)#page3.tif source=Copy of executed ePod Security Agreement (5)#page4.tif source=Copy of executed ePod Security Agreement (5)#page5.tif source=Copy of executed ePod Security Agreement (5)#page6.tif source=Copy of executed ePod Security Agreement (5)#page7.tif source=Copy of executed ePod Security Agreement (5)#page8.tif source=Copy of executed ePod Security Agreement (5)#page9.tif source=Copy of executed ePod Security Agreement (5)#page10.tif source=OptiSolar List of IP TM#page1.tif source=OptiSolar List of IP TM#page2.tif source=OptiSolar List of IP TM#page3.tif</p>	

## SECURITY AGREEMENT

This Security Agreement ("**Agreement**") is entered into as of June 19, 2009 (the "**Effective Date**") between OptiSolar Technologies Inc., a Delaware corporation ("**Grantor**"), and OptiSolar Holdings LLC, a Delaware limited liability company (the "**Secured Party**").

### Recitals

A. Under the terms and conditions of that certain Stock Purchase Agreement, dated at even date herewith (the "**Purchase Agreement**"), by and between the Grantor and the Secured Party, the Grantor has issued the Secured Party, and the Secured Party has accepted from the Grantor, a promissory note (the "**Note**"), with a principal amount of \$25,000,000, that is secured by the Collateral (as defined below).

B. The execution and delivery of this Agreement is a material inducement for the Secured Party, and an explicit condition to the obligation of the Secured Party, to accept a Note as partial payment of the Purchase Price (as defined in the Purchase Agreement) owing to the Secured Party.

NOW, THEREFORE, in consideration of the mutual promises and in order to induce the Secured Party to accept the Note, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and the Secured Party agree as follows:

1. **Grant of Security Interest.** Grantor hereby assigns and grants to the Secured Party, to secure the due and timely payment and performance of the Secured Obligations (as defined below), whether now existing or hereafter arising, a security interest in all of Grantor's right, title and interest, whether now existing or hereafter arising, in and to the Collateral (as defined below).
2. **Collateral.** The "Collateral" consists of all of the real and personal property of Grantor and all direct or indirect subsidiaries of Grantor, of every kind and nature, now or hereafter acquired, other than the Excluded Property (defined below). For avoidance of doubt, the personal property included within the Collateral includes, without limitation, all of Grantor's right, title and interest in the following, except to the extent any of the following constitutes or includes Excluded Property:
  - (a) Any and all land and other real property (and all improvements thereon and other property attached thereto), including any and all leasehold and other interests in real property and options to acquire real property;
  - (b) Any and all goods, supplies, wares, merchandise, and other tangible personal property;
  - (c) Any and all equipment (including office and computer equipment), furniture, furnishings, fixtures, motor vehicles, and all attachments, accessories, accessions, parts, replacements, substitutions, additions and improvements thereto, and all supplies used or to be used in connection therewith;

- (d) Any and all accounts (whether or not earned by performance), letters of credit, letter of credit rights, rents, license fees, contract rights, chattel paper (including tangible chattel paper and electronic chattel paper), notes, drafts, instruments, documents, money, advices of credit or other property owned by Grantor or any of its direct or indirect subsidiaries or in which Grantor or any of its direct or indirect subsidiaries has an interest that now or hereafter are at any time in the possession or control of any of the Secured Party or in transit by mail or carrier to or in the possession of any third party acting on behalf of any of the Secured Party, and all supporting obligations and all other forms of obligations at any time owing to Grantor or any of its direct or indirect subsidiaries, all guaranties and other security therefor, all merchandise returned to or repossessed by Grantor or any of its direct or indirect subsidiaries, and all rights of stoppage in transit and all other rights or remedies of an unpaid vendor, lienor or secured party;
- (e) Any and all general intangibles of Grantor or any of its direct or indirect subsidiaries, whether now owned or hereafter created or acquired by Grantor or any of its direct or indirect subsidiaries, including, without limitation, contract rights, payment intangibles, choses in action, causes of action, corporate or other business records, software, discs, inventions, designs, drawings, blueprints, patents, patent applications, trademarks and the goodwill of the business symbolized thereby, names, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, security and other deposits, rights in all litigation presently or hereafter pending for any cause or clam (whether in contract, non-commercial tort or otherwise), and all judgments now or hereafter arising therefrom, all claims of Grantor or any of its direct or indirect subsidiaries against the Secured Party, rights to purchase or sell real or personal property, rights as a licensor or licensee of any kind, royalties, telephone numbers, proprietary information, purchase orders, and all insurance policies and claims (including without limitation life insurance, key man insurance, credit insurance, liability insurance, property insurance and other insurance), tax refunds and claims, tapes and tape files, claims under guaranties, security interests or other security held by or granted to Grantor, all rights to indemnification and all other intangible property of every kind and nature;
- (f) All replacements, modifications and accessions to and products of, the foregoing, wherever located;
- (g) All proceeds (including all insurance proceeds) of the foregoing; and
- (h) All books, correspondence, records and other documents relating to the above-described property.

3. **Excluded Property.** As used in this Agreement, the term “**Excluded Property**” means all office and facilities leases and any other contractual rights of Grantor which, in any case, restrict the granting of security interests without first obtaining the consent of the landlords or other third parties, unless and until the consents of the landlords or such other third parties are obtained.

4. **Proceeds.** As used in this Agreement, the term “**proceeds**” includes:

- (a) Whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Collateral;
- (b) Whatever is collected on, or distributed on account of, the Collateral;
- (c) Rights arising out of the Collateral;
- (d) To the extent of the value of the Collateral, claims arising out of the loss, nonconformity, interference with the use of, defects or infringement of rights in, or damage to the Collateral; and
- (e) To the extent of the value of the Collateral and to the extent payable to Grantor or the Secured Party, insurance payable by reason of the loss, nonconformity, interference with the use of, defects or infringement of rights in, or damage to the Collateral.

5. **Secured Obligations.** This Agreement secures, and the Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)), of all obligations and liabilities of every nature of the Grantor now or hereafter existing under or arising out of or in connection with the Note and all extensions or renewals thereof, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to the Grantor, would accrue on such obligations), fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from the Secured Party or any lender as a preference, fraudulent transfer or otherwise (collectively, the “**Secured Debt**”).

6. **Grantor Remains Liable.** Anything contained herein to the contrary notwithstanding, (a) Grantor shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Secured Party of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) the Secured Party shall not have any obligation or liability under any contracts and agreements included in the Collateral by reason of

this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

**7. Representations of the Grantor.** Grantor represents and warrants as follows:

**7.1 Organization; Power and Authority.** The Grantor is a corporation that is validly existing and in good standing under the laws of the state of Delaware. The Grantor has full power and authority to enter into this Agreement and to perform all of its obligations and exercise its rights under this Agreement.

**7.2 Ownership of Collateral.** Except for the security interest created by this Agreement, Grantor owns the Collateral free and clear of any lien, claim or encumbrance. Except such as may have been filed in favor of the Secured Party relating to this Agreement or otherwise filed in connection with the liens listed the Schedule of Liens, no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office that has not been terminated.

**7.3 Office Locations; Other Names.** The address of the chief place of business, the chief executive office and the office where Grantor keeps its records is, and has been for the four month period preceding the date hereof, the address set forth as the notice address of Grantor on signature page to this Agreement. Grantor has not in the past done, and does not now do, business under any other name (including any trade name or fictitious business name).

**7.4 Governmental Authorizations.** No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either (i) the grant by Grantor of the security interest granted hereby, (ii) the execution, delivery or performance of this Agreement by Grantor, or (iii) the exercise by the Secured Party of the rights and remedies granted to it hereunder.

**8. Representations of The Secured Party.** The Secured Party represents and warrants to Grantor as follows:

**8.1 Organization; Power and Authority.** The Secured Party is a limited liability company that is validly existing and in good standing under the laws of the state of Delaware. The Secured Party has full power and authority to enter into this Agreement and to perform all of its obligations and exercise its rights under this Agreement.

**8.2 No Violation; Consents.** The Secured Party's execution of this Agreement and its receipt and holding of the Note will not violate any contract or agreement to which the Secured Party is a party or require the Secured Party to obtain the consent of any governmental authority or any third party which has not been obtained or will not have been obtained by the time of the purchase of the Note.

**8.3 Accredited Investor.** The Secured Party is an "accredited investor" as defined in Regulation D under the United States Securities Act of 1933, as amended (the "Securities Act").

The Secured Party understands that holding a Note involves significant risks. The Secured Party has the ability to assess the risks and merits of acceptance of the Note as a portion of the Purchase Price.

**9. Further Assurances.**

(a) Grantor agrees that from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce their rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, with respect to any of the Collateral in the nature of an ownership or other such interest in real property, Grantor shall file and record, in favor of the Secured Party as beneficiary, such deeds of trust or other such security instruments as are necessary and customary to perfect and evidence security interests in such assets.

(b) Grantor hereby authorizes the Secured Party, or any of them, to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor. Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions.

(c) Grantor will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail.

**10. Certain Covenants of Grantor.** Grantor shall:

(a) not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(b) notify the Secured Party of any change in Grantor's name, identity or corporate structure within 15 days of such change;

(c) give the Secured Party 15 days' prior written notice of any change in Grantor's chief place of business, or principal place of business or the office where Grantor keeps its records and books;

(d) if the Secured Party gives value to enable Grantor to acquire rights in or the use of any Collateral, use such value for such purposes;

(e) maintain or cause to be maintained, with financially sound and reputable insurers, insurance with respect to Collateral and Grantor's business against loss or damage of the kinds customarily carried or maintained under similar circumstances by corporations of established reputation engaged in similar businesses;

(f) pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith; provided that Grantor shall in any event pay such taxes, assessments, charges, levies or claims not later than five days prior to the date of any proposed sale under any judgment, writ or warrant of attachment entered or filed against Grantor or any of the Collateral as a result of the failure to make such payment; or

(g) deliver notice to all Secured Party upon the occurrence of any of the following: (i) any default by Grantor with respect to any Note; (ii) any default by Grantor with respect to any of its material obligations; (iii) the institution of, or any material development in, any action, suit, proceeding, governmental investigation or arbitration against or affecting Grantor that, if adversely determined, could reasonably be expected to have a material adverse effect on the Grantor's ability to meet its obligations under the Note; (iv) the occurrence of any corporate transaction involving the Grantor that could reasonably be expected to have a material adverse effect on Grantor's ability to meet its obligations under the Note; (v) the termination, or amendment in a manner that is materially adverse to Grantor, of any material contract to which Grantor is a party, or the forfeiture (without fair compensation therefor) of any other material assets of Grantor; (vi) the entering into any agreement for the sale or license of any rights, title and interest to, including, without limitation, all assets and intellectual property rights related to, the Grantor's inverter and related technology; (vii) the entering into any sublease agreement or assignment with respect to the Sacramento Lease (as defined in the Purchase Agreement); (viii) the receipt of proceeds with respect to the Grantor's inverter and related technology, or the Sacramento Lease; or (ix) the receipt or notice of nonpayment of the credits from Germany.

**11. Remedies.** If any default under the Note, this Agreement or the Purchase Agreement shall have occurred and be continuing after any applicable grace period (if any), then the Secured Party may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to them, all the rights and remedies of a secured party upon a default under the Uniform Commercial Code of the State of California, and also may (a) require Grantor to, and Grantor hereby agrees that it will at its own expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to both Grantor and the Secured Party, (b) enter onto the property where any Collateral is located and take possession thereof with or without judicial process, (c) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Secured Party deem appropriate, (d) take possession of the premises that were part of the Assets (as defined in the Purchase Agreement) or place custodians in exclusive control thereof, remain on such premises and use the same and any of the equipment located at such premises for the purpose of completing any work in process, taking any actions described in the preceding clause (c) and collecting any Secured Obligation, and (e) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at the offices of any of the Secured Party, or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Secured Party may deem commercially reasonable. The Secured Party may be the purchaser of any or all of the Collateral



at any such sale, and the Secured Party shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations owed to them as a credit on account of the purchase price for any Collateral payable by the Secured Party at such sale. Any purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Grantor, and Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantor hereby waives any claims against the Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantor shall be liable for the deficiency and the fees of any attorneys employed by the Secured Party to collect such deficiency.

**12. Application of Proceeds.** Except as expressly provided elsewhere in this Agreement, all proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Secured Party, be held by the Secured Party as Collateral for, and/or then, or at any other time thereafter, applied in full or in part by the Secured Party against, the Secured Obligations in the following order of priority:

FIRST: To the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to the Secured Party and their agents and counsel, and all other expenses, liabilities and advances made or incurred by any of the Secured Party in connection therewith, and all amounts for which the Secured Party is entitled to indemnification hereunder, and to the payment of all costs and expenses paid or incurred by the Secured Party in connection with the exercise of any right or remedy hereunder;

SECOND: To the payment of all other Secured Obligations in the order described in the Note and thereafter in such order as the Secured Party shall elect; and

THIRD: To the payment to or upon the order of Grantor, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

**13. Indemnity and Expenses.**

(a) Grantor agrees to indemnify the Secured Party from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including, without limitation, enforcement of this Agreement), except, with respect to the Secured Party, to the extent such claims, losses or liabilities result solely from such Secured Party's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) Grantor shall pay to the Secured Party upon demand the amount of any and all costs and expenses, including the reasonable fees and expenses of their counsel and of any experts and agents that the Secured Party may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder, or (iv) the failure by Grantor to perform or observe any of the provisions hereof.

**14. Continuing Security Interest; Termination.** This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of the Secured Obligations, (b) be binding upon Grantor, its successors and assigns, and (c) inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and their respective successors, transferees and assigns. Upon the payment in full of all Secured Obligations, (i) the security interests granted hereby shall terminate and all rights to the Collateral shall revert to Grantor, and (ii) the Secured Party will, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

**15. Amendments.** No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Secured Party and, in the case of any such amendment or modification, by Grantor. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

**16. Notices.** All notices under this Agreement must be in writing and will be effective (i) immediately upon delivery in person or by messenger, or (ii) the next business day after deposit with a commercial courier or delivery service for next day delivery, or (iii) upon receipt by facsimile as established by evidence of successful transmission, or (iv) three business days after deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the Grantor or Secured Party at its respective address set forth on the signature page hereof, or at such other addresses as any party may subsequently designate by written notice given in the manner provided in this Section.

**17. Failure or Indulgence Not Waiver; Remedies Cumulative.** No failure or delay on the part of the Secured Party, in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies

existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

**18. Severability.** In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**19. Headings.** Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

**20. Governing Law; Terms.** This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California as applied to contracts entered into and to be performed entirely within that state, except to the extent that the Uniform Commercial Code of the State of California provides that the validity of perfection of the security interests hereunder, or the remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of California. Unless otherwise defined herein, terms used in Articles 8 and 9 of the Uniform Commercial Code of the State of California are used herein as therein defined.

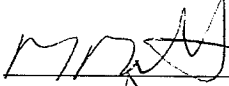
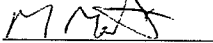
**21. Counterparts; Facsimile Signatures.** This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Signature pages may be delivered by facsimile.

[SIGNATURES APPEAR ON THE PAGES THAT FOLLOW]

IN WITNESS WHEREOF, the parties have signed this Agreement, or caused it to be signed by their respective officers thereunto duly authorized, or authorized it to be signed by their duly appointed attorneys in fact.

**GRANTOR:**

OPTISOLAR TECHNOLOGIES INC.

By:   
Name:   
Title: \_\_\_\_\_

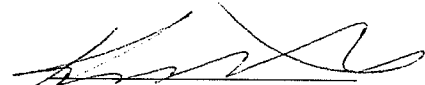
Notice Address for Grantor:

OptiSolar Technologies Inc.  
c/o EPOD Solar Inc.  
5 – 215 Neave Road  
Kelowna, BC V1V 2L9  
Attention: Chief Financial Officer  
Fax No.: (250) 491-8130

---

**SECURED PARTY:**

OPTISOLAR HOLDINGS LLC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OptiSolar Holdings LLC  
Attention: Randall Goldstein  
c/o David E. Stoll, Esq.  
Farella Braun & Martel LLP  
235 Montgomery Street, 17<sup>th</sup> Floor  
San Francisco, California 94104

SCHEDULES TO SPA

W

Schedule 3.14 – Intellectual Property

REDACTED

SCHEDULES TO SPA

REDACTED

SCHEDULES TO SPA

12

REDACTED

Country	Registered Trademarks	Registration No.
US	OPTISOLAR (Cl. 09)	3,532,341
US	OPTISOLAR (Cl. 40)	3,532,342

23734\1968754.12