

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southwest Windpower, Inc.		12/29/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Dr.		
Internal Address:	HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3358108	SKYSTREAM	
CORRESPONDENCE DATA			
Fax Number:	(303)292-4510		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3032927939		
Email:	trish.rogers@moyewwhite.com		
Correspondent Name:	Patricia J. Rogers		
Address Line 1:	1400 16th St.		
Address Line 2:	Suite 600		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	9882.00216		
NAME OF SUBMITTER:	Patricia J. Rogers		
Signature:	/Patricia J. Rogers/		

CH \$40.00 3358108

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**TRADEMARK
 REEL: 004129 FRAME: 0861**

Date:

01/12/2010

Total Attachments: 4

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**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT to Intellectual Property Security Agreement (this "Amendment") is entered into to be effective the 29th day of December, 2009, by and between **SILICON VALLEY BANK** ("Bank") and **SOUTHWEST WINDPOWER, INC.**, a Delaware corporation ("Borrower").

RECITALS

A. Bank and Borrower have entered into that certain Intellectual Property Security Agreement dated as of February 25, 2005 (as the same may from time to time be amended, modified, supplemented or restated, the "IP Agreement"), pursuant to which Borrower has granted Bank a security interest in all of Borrower's Intellectual Property.

B. Borrower has requested that Bank amend the IP Agreement to add additional Patents and Trademarks to Exhibit B and Exhibit C thereof, respectively.

C. Bank has agreed to so amend certain provisions of the IP Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the IP Agreement.

2. **Amendments to IP Agreement.** Exhibit B and Exhibit C to the IP Agreement are hereby deleted in their entirety and replaced with Exhibit A and Exhibit B to this Amendment, respectively.

3. **Limitation of Amendment.**

3.1 The amendment set forth in Section 2, above, is effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any other amendment, waiver or modification of any other term or condition of the IP Agreement, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the IP Agreement.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. **Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

EXHIBIT A to FIRST AMENDMENT

EXHIBIT "B"

PATENTS

Title Description	Registration/ Application Number	Registration/ Application Date
Wind driven electric current producer	4,767,939	8/30/1988
Wind Energy Conversion Device with Angled Governing Mechanism	5,746,576	5/5/1998
Wind turbine controller	6,703,718	3/9/2004
Wind turbine and method of manufacture	11/487,392	7/17/2006
Method and system for deriving wind speed in a stall controlled wind turbine	11/976,201	10/22/2007
Stall controller and triggering condition control features for a wind turbine	7,420,288	7/17/2006
Stall controller and triggering condition control features for a wind turbine	7,573,146	8/11/2009

EXHIBIT B to FIRST AMENDMENT

EXHIBIT "C"

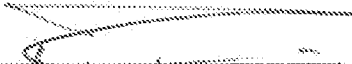
TRADEMARKS

Title Description	Registration/ Application Number	Registration/ Application Date
SKYSTREAM	3358108	12/18/2007

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

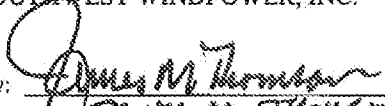
BANK:

SILICON VALLEY BANK

By: 
Name: Mark T. Lytle
Title: Vice President

BORROWER:

SOUTHWEST WINDPOWER, INC.

By: 
Name: James M. Thomson
Title: Interim CFO