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Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SOLOPOWER, INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: DELAWARE
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No**3. Nature of conveyance)/Execution Date(s) :**

Execution Date(s) _____

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? Yes
 NoName: BRIDGE BANK, NATIONAL ASSOCIATION

Internal _____

Address: _____

Street Address: 525 UNIVERSITY AVENUE, #31City: PALO ALTOState: CACountry: USA Zip: 94301

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

 Other NATIONAL BANK Citizenship CALIFORNIAIf assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE ATTACHED

5. Name & address of party to whom correspondence concerning document should be mailed:Name: WSGR, c/o NANCY BOUCH, SENIOR PARALEGALInternal Address: FH 2-1 P10Street Address: 650 PAGE MILL ROADCity: PALO ALTOState: CA Zip: 94304Phone Number: 650 496-7543Fax Number: 650 493-6811Email Address: nbouch@wsgr.com**6. Total number of applications and registrations involved:**

7 (SEVEN)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:Deposit Account Number 23-2415Authorized User Name Nancy Bouch**9. Signature:**

Signature

February 10, 2010

Date

Nancy Bouch

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK
REEL: 004148 FRAME: 0589

SoloPower Confidential Information

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

Mark	Application Number	Application Date	Registration Number	Registration Date
SOLOPOWER	78/722811	9/28/2005		
SOLOPOWER	78/981219	9/28/2005	3713479	11/17/2009
SOLOPOWER, INC.	78/722812	9/28/2005	3713429	11/17/2009
SOLOPOWER	77/683754	3/4/2009		
SOLOPANEL	77/696244	3/20/2009		
SOLOPOWER & Design	77/696239	3/20/2009		
THE FLEXIBLE APPROACH TO SOLAR	77/750516	6/2/2009		

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 3, 2010, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and SoloPower, Inc., ("Grantor") is made with reference to the Loan and Security Agreement, dated as of January 24, 2008 and the Loan and Security Agreement, dated as of January 26, 2007 (as amended from time to time, together the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

Lender agrees that it will not record its security interest in the Intellectual Property Collateral in a manner that would publicly disclose Borrower's unpublished intellectual property applications, including, but not limited to, unpublished patent applications. Lender agrees to file individual notices of its security interest in each unpublished intellectual property application, and not include more than one unpublished

application in each such notice of its security interest.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SOLOPOWER, INC.

By: [Signature]

Name: Law D. Nasbo

Title: President and CEO

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]

Name: NADER MAB MAGHOUDNA

Title: VICE PRESIDENT

Address for Notices:

Attn: Albert Buzo
5981 Optical Court
San Jose, CA 95138
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Address for Notices:

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