# TRADEMARK ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PATRIARCH PARTNERS AGENCY SERVICES, LLC		106/22/2010 I	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	EPV SOLAR, INC. (Formerly known as Energy Photovoltaics, Inc.)
Street Address:	8 Marlen Drive
City:	Robbinsville
State/Country:	NEW JERSEY
Postal Code:	08691
Entity Type:	CORPORATION: NEW JERSEY

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3121710	EPV OUTSIDE
Registration Number:	2612208	EPV-40
Registration Number:	2614699	EPV

#### CORRESPONDENCE DATA

Fax Number: (973)597-2400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 973-597-2500

Email: lstrademark@lowenstein.com Correspondent Name: Vanessa A. Ignacio, Esq. Address Line 1: Lowenstein Sandler PC Address Line 2: 65 Livingston Avenue

Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER: 22892.4

NAME OF SUBMITTER: Vanessa A. Ignacio, Esq.

TRADEMARK

900165853 REEL: 004234 FRAME: 0054

Signature: /Vanessa A. Ignacio/	
Date: 06/29/2010	
Total Attachments: 7 source=EPV Solar Inc. (Rel of Security Intersource=EPV Solar Inc. (Rel of Security Inters	rest from Patriarch Partners)#page2.tif rest from Patriarch Partners)#page3.tif rest from Patriarch Partners)#page4.tif rest from Patriarch Partners)#page5.tif rest from Patriarch Partners)#page6.tif

### RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This Release of Security Interest in Patents and Trademarks is made as of June 22, 2010 by Patriarch Partners Agency Services, LLC, as agent (the "Agent") for the Lenders (as defined below).

WHEREAS, EPV Solar, Inc., a New Jersey corporation, formerly known as Energy Photovoltaics, Inc. ("Grantor"), granted to the Agent, for the benefit of certain lenders (collectively, the "Lenders"), a security interest in certain of Grantor's intellectual property, as described in that certain Intellectual Property Security Agreement (Patents & Trademarks), dated as of November 18, 2009 (the "IP Security Agreement"), executed by EPV Solar in favor of the Agent and previously filed for record in the United States Patent and Trademark Office on November 18, 2009, on Patent Reel/Frame No. 023546/0165, and on November 18, 2009, on Trademark Reel/Frame No. 4099/0676;

WHEREAS, the Agent acknowledges that Grantor's obligations set forth in the Credit Agreement (as such term is defined in the IP Security Agreement) have been satisfied in full and the Credit Agreement and the IP Security Agreement are terminated, and Grantor has requested that the Agent release its interest in the Collateral (as such term is defined in the IP Security Agreement), including, without limitation, (i) the trademarks and trademark applications more fully identified on Schedule A, which is attached hereto and made a part hereof; (ii) the patents and patent applications more fully identified on Schedule B, which is attached hereto and made a part hereof; and (iii) any new Trademarks or Patents (as such terms are defined in the IP Security Agreement) or benefits in any new or existing Trademarks or Patents not otherwise identified in Schedule A or B;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and the Lenders, hereby:

- 1. releases to Grantor any and all liens, security interests, right, title, and interest of the Agent pursuant to the IP Security Agreement in:
  - (i) All of Grantor's now owned or existing or hereafter arising United States and foreign trademark and service mark registrations, applications, and licenses, including without limitation, those set forth on Schedule A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks and service mark applications, and any United States intent-to-use trademark applications to the extent that a valid security interest may be taken in such an intent-to-use trademark application under applicable law;
  - (ii) any and all causes of action for past, present, and future infringement or breach of the Trademarks, with the right to sue for and collect, or otherwise recover, damages for such infringement or breach;

22892/4 06/22/2010 14590259,1

#### RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This Release of Security Interest in Patents and Trademarks is made as of June 22 2010 by Patriarch Partners Agency Services, LLC, as agent (the "Agent") for the Lenders (as defined below).

WHEREAS, EPV Solar, Inc., a New Jersey corporation, formerly known as Energy Photovoltaics, Inc. ("Grantor"), granted to the Agent, for the benefit of certain lenders (collectively, the "Lenders"), a security interest in certain of Grantor's intellectual property, as described in that certain Intellectual Property Security Agreement (Patents & Trademarks), dated as of November 18, 2009 (the "IP Security Agreement"), executed by EPV Solar in favor of the Agent and previously filed for record in the United States Patent and Trademark Office on November 18, 2009, on Patent Reel/Frame No. 023546/0165, and on November 18, 2009, on Trademark Reel/Frame No. 4099/0676;

WHEREAS, the Agent acknowledges that Grantor's obligations set forth in the Credit Agreement (as such term is defined in the IP Security Agreement) have been satisfied in full and the Credit Agreement and the IP Security Agreement are terminated, and Grantor has requested that the Agent release its interest in the Collateral (as such term is defined in the IP Security Agreement), including, without limitation, (i) the trademarks and trademark applications more fully identified on Schedule A, which is attached hereto and made a part hereof; (ii) the patents and patent applications more fully identified on Schedule B, which is attached hereto and made a part hereof; and (iii) any new Trademarks or Patents (as such terms are defined in the IP Security Agreement) or benefits in any new or existing Trademarks or Patents not otherwise identified in Schedule A or B;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and the Lenders, hereby:

- I. releases to Grantor any and all liens, security interests, right, title, and interest of the Agent pursuant to the IP Security Agreement in:
  - (i) All of Grantor's now owned or existing or hereafter arising United States and foreign trademark and service mark registrations, applications, and licenses, including without limitation, those set forth on Schedule A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks and service mark applications, and any United States intent-to-use trademark applications to the extent that a valid security interest may be taken in such an intent-to-use trademark application under applicable law;
  - (ii) any and all causes of action for past, present, and future infringement or breach of the Trademarks, with the right to sue for and collect, or otherwise recover, damages for such infringement or breach;

22892/4 06/22/2010 14590259:1

- (iii) All of Grantor's now owned or existing or hereafter arising United States, international and foreign patents, patent applications, utility models, and statutory invention registrations, including without limitation, those set forth on Schedule B annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such patents, patent applications, utility models and statutory invention registrations;
- (iv) any and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations of the Patents, all inventions in the Patents, and all rights provided in the Patents by international treaties or conventions and all improvements thereto; and
- (v) any and all proceeds of the foregoing.
- 2. authorizes and requests that the United States Patent and Trademark Office, and any other location where the security interest was filed, note and record the existence of such release hereby given.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in Patents and Trademarks to be executed by its duly authorized officer as of the date first written above.

AGENT: Patriarch Partners Agency Services, LLC,

as Agent

By: Name:

Title:

(Signature Page to Release of Security Interest in Patents and Trademarks)

# Schedule A

# Trademarks

MARK	OWNER	COUNTRY	APPL NO	CLASS	FILED	REGNO	REGDI	SIATES
EbA	Energy Photovoltaics, Inc.	US	76/240,598	9	4/16/01	2,614,699	9/03/82	Cancelled
EPV-40	Energy Photovoltaics, Inc.	US	76/240,599	9	4/16/01	2,612,208	8/27/02	Cancelled
EPV Outside	EPV Solar, Inc.	US	76/450,062	9	7/13/04	3,121,710	7/25/06	Registered

## SCHEDULE B

### U.S. Patents

Patent No./Issue Date	Publication No./ Publication Date	Title
7,652,209	2006-0144436	METHOD OF JUNCTION FORMATION
01-26-2010	07-06-2006	FOR CIGS PHOTOVOLTAIC DEVICES
7,235,160	2005-0029088	HOLLOW CATHODE SPUTTERING
06-26-2007	02-10-2005	APPARATUS AND RELATED METHOD
7,019,208	2003-0102023	METHOD OF JUNCTION FORMATION
03-28-2006	06-05-2003	FOR CIGS PHOTOVOLTAIC DEVICES
6,660,538 12-09-2003	2003-0082834 05-01-2003	NON-CONTACTING DEPOSITION CONTROL OF CHALCOPYRITE THIN FILMS
5,064,477 11-12-1991	N/A	RADIANT ENERGY SENSITIVE DEVICE AND METHOD

# Patent Applications Filed and Pending

Serial No./Filing Date	Publication No./ Publication Date	Title
12/557,389 09-10-2009	N/A	MOUNTING SYSTEMS FOR PHOTOVOLTAIC MODULES
12/488,218 TBD	N/A	METHOD FOR FABRICATING A DOPED AND/OR ALLOYED SEMICONDUCTOR
12/466,141 05-14-2009	2009/0301551 12-10-2009	SILICON FILM DEPOSITION METHOD UTILIZING A SILENT ELECTRIC DISCHARGE AND AN ACTIVE SPECIES
12/466,137 05-14-2009	2009/0293943 12-03-2009	SILICON FILM DEPOSITION METHOD UTILIZING A SILENT ELECTRIC DISCHARGE
12/422,004 04-10-2009	2009/ 0255582 10-15-2009	METHODS OF DRYING GLASS FOR PHOTOVOLTAIC APPLICATIONS
12/410,297 3-24-2009	2009/0235987 09-14-2009	CHEMICAL TREATMENTS TO ENHANCE PHOTOVOLTAIC PERFORMANCE OF CIGS
12/395,889	N/A	INSULATED GLASS UNIT WITH

-2-

Serial No./Filing Date	Publication No./ Publication Date	Title
03-02-2009		INTEGRATED MINI-JUNCTION BOX
12/127,470 05-27-2008	2008/0308411 12-18-2008	METHOD AND PROCESS FOR DEPOSITION OF TEXTURED ZINC OXIDE THIN FILMS
11/768,652 06-26-2007	2007/0256926 11-08-2007	HOLLOW CATHODE SPUTTERING APPARATUS AND RELATED METHOD
11/275,079 12-08-2005	2006/0118406 06-08-2006	SPUTTERED TRANSPARENT CONDUCTIVE FILMS
61/097,769 09-17-08	N/A	LARGE BATCH PRODUCTION OF THIN PHOTOVOLTAIC MODULES

Non-U.S. Patent Applications

Patent No./Issue Date	Publication No./ Publication Date	Title	National Filing Due Date (31 Month)
PCT/US2009/001318 03-02-2009	WO 2009/108385 09-03-2009	INSULATED GLASS UNIT WITH INTEGRATED MINI- JUNCTION BOX	09-28-2010
PCT/US2009/001815 03-24-2009	WO 2009/120302 10-01-2009	CHEMICAL TREATMENTS TO ENHANCE PHOTOVOLTAIC PERFORMANCE OF CIGS	10-24-2010

**RECORDED: 06/29/2010**