

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEW MILLENNIUM SOLAR EQUIPMENT CORP.		08/24/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, N.A.		
<b>Street Address:</b>	45 Broadway, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10006		
<b>Entity Type:</b>	COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2614699	EPV	
Registration Number:	2612208	EPV-40	
Registration Number:	3121710	EPV OUTSIDE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)856-8201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	Brown Rudnick LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	28869/1		
NAME OF SUBMITTER:	Mark S. Leonardo		

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**900170278**

**TRADEMARK**  
**REEL: 004267 FRAME: 0339**

Signature:	/Mark S. Leonardo/
Date:	08/26/2010
<b>Total Attachments: 8</b> source=DOCS_B-#1768644-v1-IP_Security_Agreement_(Patents_&_Trademarks)#page1.tif source=DOCS_B-#1768644-v1-IP_Security_Agreement_(Patents_&_Trademarks)#page2.tif source=DOCS_B-#1768644-v1-IP_Security_Agreement_(Patents_&_Trademarks)#page3.tif source=DOCS_B-#1768644-v1-IP_Security_Agreement_(Patents_&_Trademarks)#page4.tif source=DOCS_B-#1768644-v1-IP_Security_Agreement_(Patents_&_Trademarks)#page5.tif source=DOCS_B-#1768644-v1-IP_Security_Agreement_(Patents_&_Trademarks)#page6.tif source=DOCS_B-#1768644-v1-IP_Security_Agreement_(Patents_&_Trademarks)#page7.tif source=DOCS_B-#1768644-v1-IP_Security_Agreement_(Patents_&_Trademarks)#page8.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(PATENTS & TRADEMARKS)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS & TRADEMARKS) (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated August 24, 2010, is made by NEW MILLENNIUM SOLAR EQUIPMENT CORP., a Delaware corporation (the "Grantor"), and in favor of WELLS FARGO BANK, N.A., as agent (the "Agent") for itself and the Lenders (as defined below).

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, Phoenix Solar Holdings Corp., a Delaware corporation, Sunco Ventures LLC, a Delaware limited liability company, the other Subsidiaries of the Credit Parties that from time to time become guarantors thereunder, the lenders from time to time party thereto (the "Lenders"), and the Agent, as agent for the Lenders. Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of advances Grantor and other Credit parties, among other things, shall have executed that certain Security Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent for the benefit of the Lenders and the Agent.

WHEREAS, under the terms of the Security Agreement, Grantor and other Credit Parties have granted a security interest in certain intellectual property of Grantor to the Agent for the ratable benefit of the Lenders, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other Governmental Body.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) All 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 Exhibit 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 but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");

(b) All 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 Exhibit 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 (the "Patents");

(c) 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;

(d) any and all causes of action for past, present and future infringement or breach of the Trademarks, Patents and any other Collateral, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(e) any and all proceeds of the foregoing.

Section 2. Submission to Jurisdiction. Each of the Lenders, Agent and Grantor hereby (a) agrees that any action with respect to this IP Security Agreement may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any action by the mailing of copies of the process to the parties hereto as provided in the Credit Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 3. Waiver of Jury Trial. Each of the Lenders, Agent and Grantor hereby waives any right to a trial by jury in any action to enforce or defend any right under this IP Security Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this IP Security Agreement and agrees that any action will be tried before a court and not before a jury.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

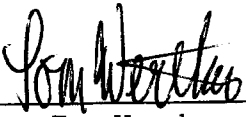
Section 6. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

Section 7. Future Rights. In the event that Grantor (a) subsequently registers any Trademark and/or Patent with the United States Patent and Trademark Office or with any state authority, or an application is filed therefor, or (b) shall obtain rights to any new Intellectual Property, Grantor undertakes to promptly provide the Agent with written notice thereof and evidence of such application and/or registration to the Agent and its counsel. The Collateral so registered by Grantor in the future are deemed to be described in Exhibit A and B hereto, and the Agent may record this Agreement against each such item and in connection with any such changes. Grantor shall promptly cooperate with the Agent in modifying Exhibits A and B. Grantor agrees that it will join with the Agent in executing and, at its own expense, will file and refile, or permit the Agent to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this Agreement), in such offices (including, without limitation, the United States Patent and Trademark Office and appropriate state trademark offices), as the Agent may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to the Agent for the benefit of the Lenders hereunder. Grantor hereby authorizes the Agent to file financing statements and amendments, relative to all or any part thereof, without the signature of Grantor where permitted by law and agrees to do such further acts and things, and to execute and deliver to the Agent such additional assignments, agreements, powers and instruments, as the Agent may require to carry into effect the purposes of this Agreement or better to assure and confirm unto the Agent its respective rights, powers and remedies hereunder. Grantor shall, upon the request of the Agent, and hereby authorizes the Agent to, take any and all such actions as may be deemed necessary by the Agent to perfect and preserve the rights and interests granted to the Agent for the benefit of the Lenders with respect to the Intellectual Property wherever located. All of the foregoing shall be at the sole cost and expense of the Grantor. This Section is not intended to cover any Intent to Use trademark applications filed by Grantor.

**[Remainder of page intentionally left blank.]**

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its representative thereunto duly authorized as of the date first above written.

NEW MILLENNIUM SOLAR  
EQUIPMENT CORP.

By:   
Name: Tom Werthan  
Title: President, Chief Executive  
Officer and Chief Financial  
Officer

AGENT:

WELLS FARGO BANK, N.A.

By: 

Name: Michael Pinzon  
Title: Vice President

# EXHIBIT A

## TRADEMARKS

MARK	OWNER	COUNTRY	APPL NO	CLASS	FILED	REG NO	REG DT	STATUS
EPV	New Millennium Solar Equipment Corp.	US	76/240,598	9	4/16/01	2,614,699	9/03/82	Cancelled
EPV-40	New Millennium Solar Equipment Corp.	US	76/240,599	9	4/16/01	2,612,208	8/27/02	Cancelled
EPV Outside	New Millennium Solar Equipment Corp.	US	76/450,062	9	7/13/04	3,121,710	7/25/06	Registered



**EXHIBIT B****U.S. PATENTS****U.S. Patents**

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

**Patent Applications Filed and Pending**

<b>Serial No./Filing Date</b>	<b>Publication No./ Publication Date</b>	<b>Title</b>
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

Serial No./Filing Date	Publication No./ Publication Date	Title
12/395,889 03-02-2009	N/A	INSULATED GLASS UNIT WITH 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

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