

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Phoenix Solar Holdings Corp.		08/24/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	NEW MILLENNIUM SOLAR EQUIPMENT CORP.		
Street Address:	8 Marlen Drive		
City:	Robbinsville		
State/Country:	NEW JERSEY		
Postal Code:	08691		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
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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**TRADEMARK  
 REEL: 004267 FRAME: 0512**

Signature:	/Mark S. Leonardo/
Date:	08/26/2010
Total Attachments: 8 source=Phoenix_to_New_Mill#page1.tif source=Phoenix_to_New_Mill#page2.tif source=Phoenix_to_New_Mill#page3.tif source=Phoenix_to_New_Mill#page4.tif source=Phoenix_to_New_Mill#page5.tif source=Phoenix_to_New_Mill#page6.tif source=Phoenix_to_New_Mill#page7.tif source=Phoenix_to_New_Mill#page8.tif	

## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is dated as of August 24, 2010 (the “Effective Date”) between Phoenix Solar Holdings Corp., a Delaware corporation, (the “Assignor”) and New Millennium Solar Equipment Corp., a Delaware corporation, (the “Assignee”) (each a “Party” and collectively, the “Parties”).

### **W I T N E S S E T H**

WHEREAS, Assignor is the owner of certain Intellectual Property and Technology (each as defined below); and

WHEREAS, subject to the terms and conditions of this Agreement, Assignor has agreed to assign all of its right, title and interest in, to and under such Intellectual Property and Technology to Assignee, and Assignor desires to accept such assignment from Assignee.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, the Parties hereby agree as follows:

### **ARTICLE 1 DEFINITIONS**

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Intellectual Property” means (a) inventions and discoveries, invention disclosures, industrial designs, mask works, statutory invention registrations, patents and patent applications, including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations of any of the foregoing, (b) works of authorship, and copyrights, moral rights, design rights and database rights therein and thereto, (c) confidential and proprietary information, including rights to inventions, trade secrets, know-how, data, databases and metadata, (d) trademarks, service marks, Internet domain names, trade dress, trade names and other identifiers of source or goodwill, including any and all goodwill associated with or symbolized by any of the foregoing, (e) rights of privacy and publicity, and (f) registrations, applications, renewals and extensions for any of the foregoing in (a)-(e).

“Software” means computer programs in object code form, including any software implementations of algorithms, models and methodologies.

“Technology” means all tangible embodiments of Intellectual Property, including Software (including both source code and object code), data, metadata, designs, engineering drawings, user manuals, training materials and operational and technical documentation.

“Transferred IP” means any and all Intellectual Property and Technology that is owned or controlled by Assignor as of the Effective Date, or that becomes owned or controlled by Assignor subsequent to the Effective Date, in each case, including, but not limited to, the Intellectual Property and Technology described in Schedule A hereto.

## ARTICLE 2 ASSIGNMENT

SECTION 2.01. Assignment. (a) Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts the sale, assignment, transfer and conveyance of, all of Assignor's right, title and interest in and to the Transferred IP, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, misappropriation, dilution or other violation thereof or conflict therewith. For the avoidance of doubt, the sale, assignment, transfer and conveyance contemplated hereunder shall not be deemed to include any assumption by Assignee of any liabilities or obligations of Assignor with respect to the Transferred IP.

(b) In the event that any Intellectual Property or Technology is developed, modified, created, enhanced, discovered, improved, authored, derived, invented, conceived, produced, reduced to practice or acquired by, for, or on behalf of Assignor following the Effective Date ("After-Acquired IP"), all such After-Acquired IP shall be deemed to be "Transferred IP" and subject in all respects to the terms and conditions of this Agreement, and is hereby sold, assigned, transferred and conveyed to Assignee by Assignor. Assignor shall promptly identify for Assignee any and all such After-Acquired IP. At Assignee's request, the Parties shall cooperate in good faith to amend and update Schedule A to include such After-Acquired IP and any amounts payable by Assignee as the purchase price therefor.

(c) Assignor hereby acknowledges that, except to the extent otherwise permitted pursuant to a separate written agreement entered into between the Parties, Assignor has no right to use, and shall cease all use of, the Transferred IP following the execution of this Agreement.

SECTION 2.02. Further Assurances. (a) Assignor shall, at the request and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation and/or perfection of this Agreement and Assignee's interest in and to the Transferred IP, including without limitation, in the (i) preparation and prosecution of any application for registration of the Transferred IP, (ii) preparation and recording of all filings, recordations and other documents (including with any and all governmental authorities) necessary to record and perfect Assignee's interest in, and the chain of title of, any Transferred IP, and (iii) prosecution or defense of any interference, opposition, cancellation, infringement, misappropriation or other action or proceeding that may arise in connection with any of the Transferred IP, including testifying as to any facts relating to the Transferred IP and this Agreement.

(c) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 2.02(a) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by Assignor.

SECTION 2.03. Delivery. If applicable, as soon as reasonably practical after the Effective Date, and at mutually agreeable times and places, Assignor shall deliver to Assignee in a mutually agreed format, and authorize Assignee's access to, all copies of and applicable information regarding Transferred IP (including any and all After-Acquired IP).

SECTION 2.04. Compliance with Laws. Assignee shall comply with any and all applicable federal, state, local and foreign laws, treaties, rules and regulations in connection with its performance of its obligations under this Agreement.

### ARTICLE 3 REPRESENTATIONS & WARRANTIES

SECTION 3.01. Mutual Warranties. Each Party hereby represents and warrants to the other Party, and at all times thereafter each Party shall be deemed to be continuously representing and warranting to the other Party, that:

- (a) such Party is duly organized and in good standing, and the execution, delivery and performance of this Agreement by such Party has been duly authorized by all necessary action on the part of such Party;
- (b) this Agreement has been duly executed and delivered by such Party and, with due authorization, execution and delivery by the other Party, constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and
- (c) such Party's execution, delivery and performance of this Agreement does not (i) violate, conflict with or result in the breach of any provision of the charter or by-laws (or similar organizational documents) of the Party, (ii) conflict with or violate any law or governmental order applicable to the Party or any of its respective assets, properties or businesses, or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, license, permit, franchise or other agreement to which it is a party.

### ARTICLE 4 TERM & TERMINATION

SECTION 4.01. Term. Except with respect to any Intellectual Property or Technology that is developed, modified, created, enhanced, discovered, improved, authored, derived, invented, conceived, produced, reduced to practice or acquired by, for, or on behalf of Assignor following the effective date of any termination of this Agreement, the provisions of this Agreement shall remain in effect in perpetuity and shall survive any termination or expiration of this Agreement.

### ARTICLE 5 MISCELLANEOUS

SECTION 5.01. Entire Agreement. This Agreement (including the Schedules hereto) constitute the entire agreement between the Parties with respect to the subject matter hereof, and no written or oral statement that is not expressly set forth in this Agreement may be used to interpret or vary the meaning of the terms and conditions hereof. This Agreement supersedes any prior or contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof.

SECTION 5.02. Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of the Agreement.

SECTION 5.03. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party.

SECTION 5.04. No Third-Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 5.05. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by authorized representatives of Assignee and Assignor.

SECTION 5.06. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to the conflict of laws rules thereof to the extent that the application of the laws of another jurisdiction would be required thereby.

SECTION 5.07. Relationship. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the right to obligate or bind the other Party in any manner to any third party. Except as expressly set forth herein, neither Party shall have, or shall represent that it has, any power, right or authority to bind the other Party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other Party.

SECTION 5.08. Further Assurances. Assignee and Assignor agree to execute such further documentation and perform such further actions, including the recordation of such documentation with appropriate authorities, as may be reasonably requested by the other Party hereto to evidence and effectuate further the purposes and intents set forth in this Agreement.

SECTION 5.09. Conflict. In the event that the provisions of a Schedule hereto conflicts with the provisions of this Agreement, the provisions of the Schedule shall govern solely to the extent of any such conflict.


SECTION 5.10. Counterparts. This Agreement may be executed in one or more counterparts (and by facsimile or other electronic means), and by the respective Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

SECTION 5.11. No Presumption. The Parties acknowledge and agree that the Parties have participated jointly in the negotiation and drafting of this Agreement. Accordingly, any applicable law that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

SECTION 5.12. No Waiver. The failure of either Party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such Party thereafter to enforce such provisions.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.


**PHOENIX SOLAR HOLDINGS CORP.**

By: 

Name: Thomas G. Werthan

Title: President

**NEW MILLENNIUM SOLAR EQUIPMENT CORP.**

By: 

Name: Howard W. Brodie

Title: Vice President

**Schedule A**  
**Trademarks**

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

**Domain Names**

Domain Name	Country	Registrant	Registrar	Status	Reg. Date	Renewal Date
epvsolar.com	U.S.A.	Energy Photovoltaics, Inc.	Network Solutions, LLC	Active	5/21/2007	5/21/2012
epv.net	U.S.A.	Energy Photovoltaics, Inc.	Network Solutions, LLC	Active	2/6/1998	2/7/2017
epvsolar.de	Germany	Energy Photovoltaics, Inc.		Active	7/18/2007	7/17/2012
epvsolar.in	India	Daniel Chorobski	Key-Systems GmbH	Active	4/29/2008	4/29/2013



## U.S. Patents

Patent No./Issue Date	Publication No./ Publication Date	Title
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

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 03-02-2009	N/A	INSULATED GLASS UNIT WITH INTEGRATED MINI-JUNCTION BOX
12/127,470	2008/0308411	METHOD AND PROCESS FOR

<b>Serial No./Filing Date</b>	<b>Publication No./ Publication Date</b>	<b>Title</b>
05-27-2008	12-18-2008	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

<b>Patent No./Issue Date</b>	<b>Publication No./ Publication Date</b>	<b>Title</b>	<b>National Filing Due Date (31 Month)</b>
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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