

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
Sunlight Photonics Inc.		10/22/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VenEarth Fund, LLC		
Street Address:	3641A 17th Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94114		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77404791	SUNLIGHT PHOTONICS	
Serial Number:	77404805	SUNLIGHT PHOTONICS	
Serial Number:	77404818	SUNLIGHT	
Serial Number:	77404826	SUNLIGHT	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-268-6327		
Email:	jdecker@mofo.com		
Correspondent Name:	Lynn M. Humphreys		
Address Line 1:	425 Market Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	66451-7		
NAME OF SUBMITTER:	Lynn M. Humphreys		

CH \$115.00 77404791

Signature:	/Lynn M. Humphreys/
Date:	10/25/2010
Total Attachments: 9 source=66451-7-Sunlight Photonics - Security Interest#page1.tif source=66451-7-Sunlight Photonics - Security Interest#page2.tif source=66451-7-Sunlight Photonics - Security Interest#page3.tif source=66451-7-Sunlight Photonics - Security Interest#page4.tif source=66451-7-Sunlight Photonics - Security Interest#page5.tif source=66451-7-Sunlight Photonics - Security Interest#page6.tif source=66451-7-Sunlight Photonics - Security Interest#page7.tif source=66451-7-Sunlight Photonics - Security Interest#page8.tif source=66451-7-Sunlight Photonics - Security Interest#page9.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 22, 2010, is entered into by and between **SUNLIGHT PHOTONICS INC.**, a Delaware corporation (the "Grantor"), and **VENEARTH FUND, LLC**, a Delaware limited liability company (the "Secured Party").

The Grantor and the Secured Party hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means that certain Security Agreement, dated as of October 22, 2010, between the Grantor and the Secured Party.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority or remedies with respect to the Lender's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to such terms in the UCC.

(d) Interpretation. The rules of interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, the Grantor hereby grants, assigns, and conveys to the Secured Party a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now

has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any such licenses (including such patents and patent applications as are described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any such licenses (including such marks, names and applications as are described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles, documents, chattel paper, electronic chattel paper, goods, instruments, inventory, investment property, letter-of-credit rights, Books, and rights to payment associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 12.

SECTION 3 Supplement to Security Agreement. This Agreement has been granted in conjunction with the security interests granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interests

granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Representations and Warranties. The Grantor represents and warrants to the Secured Party that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by the Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by the Grantor, in whole or in part, is set forth in Schedule B.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of the Grantor.

SECTION 6 Authorization to Supplement. If the Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part, of any patent, the provisions of this Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section 6, the Grantor authorizes the Secured Party to modify this Agreement by amending Schedule A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A or B shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 7 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Secured Party and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. The Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

SECTION 8 Notices. The provisions of Section 10 of the Security Agreement relating to the provision of notices and to other communications shall by this reference be incorporated herein, *mutatis mutandis*, as if set forth herein in full.

SECTION 9 Governing Law; Waiver of Jury Trial. This Agreement shall be governed by and construed under the laws of the State of New York as applied to agreements among New York residents, made and to be performed entirely within the State of New York, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALING OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ANY OTHER PARTY HERETO TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

SECTION 10 Amendment; Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided herein. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving the Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Party under the Security Agreement.

SECTION 11 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.


SECTION 12 Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Secured Party shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all such security interests given by the Grantor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the PTO.

[remainder of page intentionally left blank; signature page follows]

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

GRANTOR:

SUNLIGHT PHOTONICS INC.

By: 
Name: Michael Cyrus
Title: President

Sunlight Photonics Inc.
600 Corporate Court, Suite C
South Plainfield, NJ 07080
Attention: Michael Cyrus

SIGNATURE PAGE TO
PATENT AND TRADEMARK SECURITY AGREEMENT

sf-2902630

TRADEMARK
REEL: 004303 FRAME: 0225

SECURED PARTY:

VENEARTH FUND, LLC

By: 

Name: John Moussouris

Title: Managing Member

VenEarth Fund, LLC

3641A 17th Street

San Francisco, CA 94114

Attention: John Moussouris

SIGNATURE PAGE TO
PATENT AND TRADEMARK SECURITY AGREEMENT

sf-2902630

TRADEMARK
REEL: 004303 FRAME: 0226

SCHEDULE A
to the Patent and Trademark Security Agreement

Issued U.S. Patents of the Grantor

None.

Pending U.S. Patent Applications of the Grantor

USPTO Application			
PATENT TITLE	1st INVENTOR	RECORDED	SERIAL NO.
Retro-directive target for free-space optical communication and method of producing same	Frolov	2/2/2007	11/670,908
Spectrally adaptive multijunction photovoltaic thin film device and methods of producing the same	Frolov	3/6/2007	11/714,681
Distributed solar power plant and a method of its connection to the existing power grid	Cyrus	9/24/2007	11/860,450
Multi-layered electro-optic devices	Frolov	2/21/2008	12/034,883
Method and apparatus for manufacturing multi-layered electro-optic devices	Frolov	2/21/2008	12/034,944
Method and apparatus for manufacturing multi-layered electro-optic devices	Frolov	5/11/2010	12/777,392
Composite substrates for thin film electro-optical devices	Frolov	2/28/2008	12/038,871
Method and apparatus for fabricating composite substrates for thin film electro-optical devices	Frolov	2/28/2008	12/038,893
Method for forming a compound semi-conductor thin-film – <i>Notice of Allowance Received</i>	Bruce	4/2/2008	12/061,450
Method for forming a compound semi-conductor thin-film	Bruce	10/1/2010	12/896,120
Multi-Junction Solar Array	Frolov	4/14/2008	12/102,664



A reacted particle deposition (RPD) method for forming a compound semi-conductor thin-film	Bruce	8/4/2008	12/185,369
Apparatus and method for producing AC power	Frolov	10/7/2008	12/247,085
Method and apparatus for manufacturing thin-film photovoltaic devices	Frolov	10/9/2008	12/248,864
A pressure controlled droplet spraying (PCDS) method for forming particles of compound materials from melts	Bruce	10/17/2008	12/253,608
Improved thin-film photovoltaic devices	Frolov	11/25/2008	12/323,357
Multi-junction photovoltaic module	Frolov	1/6/2009	12/349,396
Stretchable photovoltaic devices and carriers	Frolov	3/13/2009	12/381,588
Formation of stretchable photovoltaic devices and carriers	Frolov	3/13/2009	12/381,589
Patterned photovoltaic devices	Frolov	6/26/2009	12/492,244
Degradation-resistant photovoltaic devices	Frolov	10/2/2009	12/572,976
Three-stage formation of thin-films for photovoltaic devices	Frolov	10/21/2009	12/603,285
Hybrid solar desalination system	Frolov	4/30/2010	12/770,892
Copper indium gallium selenide (CIGS) thin films with composition controlled by co-sputtering	Frantz	9/17/2010	12/884,524
Synthesis of high-purity bulk copper indium gallium selenide materials	Nguyen	9/17/2010	12/884,586

SCHEDULE B
to the Patent and Trademark Security Agreement

U.S. Registered Trademarks of the Grantor

None.

Pending U.S. Trademark Applications of the Grantor

USPTO Application			
Trademark	1st INVENTOR	RECORDED	SERIAL NO.
SUNLIGHT PHOTONICS	Sunlight Photonics Inc.	2/25/2008	77/404,791
	Sunlight Photonics Inc.	2/25/2008	77/404,805
SUNLIGHT	Sunlight Photonics Inc.	2/25/2008	77/404,818
	Sunlight Photonics Inc.	2/25/2008	77/404,826