

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BrightSource Energy, Inc.		12/28/2010	CORPORATION: DELAWARE
BrightSource Construction Management, Inc.		12/28/2010	CORPORATION: DELAWARE
Solar Partners I, LLC		12/28/2010	LIMITED LIABILITY COMPANY: DELAWARE
Solar Partners II, LLC		12/28/2010	LIMITED LIABILITY COMPANY: DELAWARE
Solar Partners VIII, LLC		12/28/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Hercules Technology Growth Capital, Inc., as Collateral Agent
Street Address:	400 Hamilton Avenue, Suite 310
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77356210	BRIGHTSOURCE
Serial Number:	78895368	LUZ
Serial Number:	85190577	LUZ
Serial Number:	85190583	LUZ

CORRESPONDENCE DATA

Fax Number: (415)693-2222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4156932440

900180567

**TRADEMARK
 REEL: 004447 FRAME: 0692**

CH \$115.00 77356210

Email: crhem@cooley.com
Correspondent Name: Cooley LLP
Address Line 1: 101 California Street, 5th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	HERCULES/BSE 305866-171
NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/
Date:	01/05/2011

Total Attachments: 6
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**CONFIRMATORY GRANT OF SECURITY AGREEMENT
IN UNITED STATES TRADEMARKS**

This **CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS**, dated as of December 28, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Hercules Technology Growth Capital, Inc., as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of December 28, 2010 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent; and

WHEREAS, the Grantors own the trademarks listed on Schedule A attached hereto (the “**Trademarks**”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2.1 The Security Interest

- (a) This Agreement is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Grantors under the Pledge and Security Agreement. Upon payment in full of all Secured Obligations, the Collateral Agent shall promptly, upon such satisfaction, execute, acknowledge and deliver to the Grantors all reasonably requested instruments in writing releasing the security interest in the trademarks acquired under the Pledge and Security Agreement and this Agreement.
- (b) Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on the Trademarks and all of such Grantor’s right, title and interest in, to and under all other United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and in each case whether or not registered and whether now owned or from time to time after the date hereof acquired, developed or created by the Grantor, and with respect to any and all of the foregoing: (i) all common-law rights related thereto; (ii) all registrations and applications therefor including, without limitation, the

registrations and applications listed or required to be listed in Schedule A attached hereto, (iii) all extensions or renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (v) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (vi) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”).

SECTION 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a trademark filed pursuant to Section I (b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).


SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BRIGHTSOURCE ENERGY, INC.


By: 
Name: John F. Jenkins-Stark
Title: CFO

**BRIGHTSOURCE CONSTRUCTION
MANAGEMENT, INC.**

By: 
Name: John F. Jenkins-Stark
Title: CFO


SOLAR PARTNERS I, LLC

By: **BrightSource Energy, Inc.**
Managing Member

By: 
Name: John F. Jenkins-Stark
Title: CFO


SOLAR PARTNERS II, LLC

By: **BrightSource Energy, Inc.**
Managing Member

By: 
Name: John F. Jenkins-Stark
Title: CFO

SOLAR PARTNERS VIII, LLC

By: **BrightSource Energy, Inc.**
Managing Member

By: 
Name: John F. Jenkins-Stark
Title: CFO

[Signature page to Trademark Security Agreement]

Accepted and Agreed:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.,
as Collateral Agent

By: 

Name: **K. Nicholas Maritsch**
Title: **Associate General Counsel**

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004447 FRAME: 0698

SCHEDULE A
to
CONFIRMATORY GRANT OF SECURITY AGREEMENT
IN UNITED STATES TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	App No	App Date	Reg No	Reg Date	Classes	Record Owner	Status
BRIGHT SOURCE	United States of America	77/356,210	12/19/2007			06,07,09,11,37,42	BrightSource Energy, Inc. ("BSE")	Allowed 2/23/2010 Statement of Use/2nd Extension due 2/23/2011
BRIGHT SOURCE	European Community Trade Mark Office (OHIM)	7005598	6/19/2008	7005598	6/19/2008	07,09,11,37,40,42	BSE	Registered Renewal due 6/19/2018
BRIGHT SOURCE	Israel	212177	6/19/2008	212177	6/19/2008	09	BSE	Registered Renewal due 6/19/2018
BRIGHT SOURCE	Israel	212179	6/19/2008	212179	6/19/2008	37	BSE	Registered Renewal due 6/19/2018
BRIGHT SOURCE	Israel	212182	6/19/2008	212182	6/19/2008	42	BSE	Registered Renewal due 6/19/2018
LUZ	United States of America	78/895,368	5/30/2006			09,11,40	BSE	Allowed 12/11/2007 Statement of Use FINAL due 12/11/2010
LUZ	United States of America	85/190,577	12/3/2010			09	BSE	Filed Foreign filing deadline 6/3/2010
LUZ	United States of America	85/190,583	12/3/2010			11	BSE	Filed Foreign filing deadline 6/3/2010
LUZ	Israel	218021	12/24/2008			09	BSE	Allowed
LUZ	Israel	218020	12/24/2008			11	BSE	Allowed