

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
SoloPower, Inc.		02/04/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street Front 1		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78722811	SOLOPOWER	
Registration Number:	3713479	SOLOPOWER	
Registration Number:	3713429	SOLOPOWER, INC.	
Serial Number:	77683754	SOLOPOWER	
Serial Number:	77696244	SOLOPANEL	
Serial Number:	77696239	SOLOPOWER	
Serial Number:	77750516	THE FLEXIBLE APPROACH TO SOLAR	
CORRESPONDENCE DATA			
Fax Number:	(703)770-7901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-233-4500		
Email:	bridgette.mguinness@pillsburylaw.com		
Correspondent Name:	David A. Jakopin Pillsbury Winthrop		
Address Line 1:	P.O. Box 10500		
Address Line 4:	McLean, VIRGINIA 22102		

CH \$190.00 78722811

ATTORNEY DOCKET NUMBER:	022904-000012
NAME OF SUBMITTER:	David A. Jakopin
Signature:	/s/ David A. Jakopin
Date:	01/21/2011

Total Attachments: 17

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SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of February 4, 2010 ("*Agreement*"), is executed among SOLOPOWER, INC., a Delaware corporation (the "*Company*") in favor of Deutsche Bank Trust Company Americas (the "*Collateral Agent*") and each of the Investors.

RECITALS

A. The Company is entering into a Note Purchase Agreement, dated as of the date hereof (such agreement, as it may hereafter be amended or modified from time to time, the "*Purchase Agreement*") pursuant to which the Company is selling and the investors party thereto (the "*Investors*" and each an "*Investor*") are purchasing Tranche A Notes and Tranche B Notes (collectively, the "*Notes*" and each a "*Note*").

B. It is a condition precedent to the extension of credit by Investors under the Notes that the Company shall have executed and delivered this Agreement and shall have granted a security interest in the Collateral to the Collateral Agent and the Investors in accordance herewith to secure its obligations under the Notes and the Transaction Documents.

AGREEMENT

NOW, THEREFORE, in order to induce the Investors to enter into the Purchase Agreement and to purchase the Notes and for other good and valuable consideration, the receipt and adequacy of which hereby is acknowledged, the Company hereby agrees as follows:

1. **Definitions.** Unless the context otherwise requires, terms defined in the Note and not otherwise defined herein have the same respective meanings when used herein and terms defined in the Uniform Commercial Code of the State of California (the "*UCC*") and not otherwise defined in this Agreement or in the Notes shall have the meanings defined for those terms in the UCC. In addition, the following terms shall have the meanings respectively set forth after each:

"*Certificates*" means all certificates now or hereafter representing or evidencing any Pledged Securities, Pledged Partnership Interests, or Pledged Limited Liability Company Interests.

"*Collateral*" means and includes all right, title and interest in or to any and all assets and properties of the Company, wherever located, and now owned or hereafter acquired, including the following:

- (a) All Accounts;
- (b) All Chattel Paper;
- (c) All Commercial Tort Claims;
- (d) All Deposit Accounts and cash;
- (e) All Documents;
- (f) All Equipment;

- (g) All General Intangibles;
- (h) All Goods;
- (i) All Instruments;
- (j) All Intellectual Property;
- (k) All Inventory;
- (l) All Investment Property;
- (m) All Letter-of-Credit rights;
- (n) All books and records of the Company;
- (o) All Pledged Securities; and

(p) To the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing.

“*Copyright*” means all copyrights, whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. Section 101 et seq. (the “*Copyright Act*”), and applications for registration of copyrights, whether as author, assignee, transferee or otherwise, and all works of authorship and other intellectual property rights therein, including copyrights for computer programs, source code and object code databases and related materials and documentation, and (i) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases and other revisions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world.

“*Default*” means an event, condition, or default that, with the giving of notice, the passage of time, or both, would be an Event of Default.

“*Event of Default*” has the meaning given to that term in the Notes.

“*Intellectual Property*” means all intellectual property rights, now owned or hereafter acquired, for all locations throughout the world in tangible and intangible assets of every kind and nature, including all Copyrights, Patents, Trademarks, all mask works or similar rights available for protection of semiconductor chips, all design rights, all trade dress, all inventions and invention ideas (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto, all trade secrets and intellectual property information (including ideas, research and development, knowhow, showhow, formulae, compositions, manufacturing and production processes and techniques, methodologies, technical data, designs, drawings, specifications, and models), all domain names, all computer software and firmware and scripts whether source code or object code (including coding, microcode, simulations, emulations, descriptions, flow charts, and other work product used to design, organize, or develop such computer software and any related documentation, user manuals and training manuals), all databases and compilations, including all data and collections of data whether in print, electronic, or other form, and all licenses or other rights to use any of the foregoing.

"Liens" means, with respect to any property, any security interest, mortgage, pledge, lien, claim, charge or other encumbrance in, of, or on such property or the income therefrom, including the interest of a vendor or lessor under a conditional sale agreement, capital lease or other title retention agreement, or any agreement to provide any of the foregoing.

"Obligations" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by the Company to the Investors and the Collateral Agent, of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Notes and the other Transaction Documents, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"Patents" means all (a) letters patent, design patents, utility patents, inventions and trade secrets, all patents and patent applications in the United States Patent and Trademark Office, and interests under patent license agreements, including the inventions and improvements described and claimed therein, (b) income, royalties, damages and payments now and hereafter due and /or payable under and with respect thereto, including damages and payments for past, present or future infringements, (c) rights to sue for past, present and future infringements thereof, (d) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for and (e) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

"Permitted Liens"

“*Person*” has the meaning given to that term in the Notes.

“*Pledged Collateral*” means the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests.

“*Pledged Limited Liability Company Interests*” means all limited liability company interests owned by the Company, and all capital, limited liability company assets, dividends, cash, instruments and other properties from time to time received, to be received or otherwise distributed in respect of or in exchange for any or all of such interests and all certificates and instruments representing or evidencing such other property received, receivable or otherwise distributed in respect of or in exchange for any or all thereof.

“*Pledged Partnership Interests*” means all interests in any partnership or joint venture owned the Company, and all dividends, cash, instruments and other properties from time to time received, to be received or otherwise distributed in respect of or in exchange for any or all of such interests.

“*Pledged Securities*” means all shares of capital stock of each issuer in which the Company owns an interest, and all dividends, cash, instruments and other properties from time to time received, to be received or otherwise distributed in respect of or in exchange for any or all of such shares, and any debt securities owned by, or issued to, the Company and the promissory notes and any other instruments evidencing all such debt securities.

“*Prime Rate*” means, as of any date, the prime rate as published in *The Wall Street Journal* in most recent edition on or preceding such date, and which is described as the base rate on corporate loans at large U.S. money center commercial banks; provided, however, that, if such base rate is expressed in a range in said publication, the higher rate of the reported range shall apply.

“*Required Investors*” means Investors holding at least two-thirds of the aggregate principal amount of all Notes then outstanding, as set forth in the Company’s register of Notes and, upon the Collateral Agent’s request, confirmed by the Company to the Collateral Agent to constitute at least two-thirds of the aggregate principal amount of all Notes then outstanding.

“*Schedule of Exceptions*” has the meaning given to such term in the Purchase Agreement.

“*Subsidiary*” shall mean with respect to any Person (a) any corporation of which more than 50% of the issued and outstanding equity securities having ordinary voting power to elect a majority of the board of directors of such corporation is at the time directly or indirectly owned or controlled by such Person, (b) any partnership, joint venture, or other association of which more than 50% of the equity interest having the power to vote, direct or control the management of such partnership, joint venture or other association is at the time directly or indirectly owned and controlled by such Person, and (c) any other entity included in the financial statements of such Person on a consolidated basis.

“*Trademarks*” means all (a) trademarks, trademark registrations, trade names, trademark applications, service marks, business names, trade styles, designs, logos and other source or business identifiers, whether or not registrations have been issued or applied for in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world, (b) all income, royalties, damages and payments for past, present or future infringements thereof, (d) rights to sue for

past, present and future infringements thereof, (e) renewals of any of the foregoing and (f) all goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill.

“*Tranche A Note*” has the meaning given to that term in the Purchase Agreement.

“*Tranche B Note*” has the meaning given to that term in the Purchase Agreement.

“*Transaction Documents*” has the meaning given to that term in the Notes.

2. Creation of Security Interest.

(a) *Grant of Security Interest.* The Company, in order to secure its Obligations, does hereby grant and pledge to the Collateral Agent and on behalf of the Investors, a security interest in and to, all of its right, title and interest in and to all presently existing and hereafter acquired Collateral. The security interest and pledge created by this Section 2 shall continue in effect so long as any Obligations remain outstanding.

(b) *Exclusions.* Notwithstanding the foregoing or anything else contained herein to the contrary, “Collateral” shall not include (i) any rights or interests in any lease, license, contract, or agreement, as such, or the assets subject thereto if under the terms of such lease, license, contract, or agreement, or applicable law with respect thereto, the valid grant of a Lien therein or in such assets to Collateral Agent on behalf of all Investors is prohibited (but only to the extent that such prohibition is enforceable under applicable law, including Sections 9-406, 9-407 and 9-408 of the UCC) and such prohibition has not been or is not waived or the consent of the other party to such lease, license, contract, or agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; (ii) any of the outstanding Pledged Collateral of any Subsidiary of the Company that is a controlled foreign corporation (as defined in the Internal Revenue Code of 1986, as amended) in excess of 65% of the voting power of all classes of such Pledged Collateral of such controlled foreign corporation entitled to vote; or (iii) any property subject to a lien described in clauses (b), (f) or (g) of the definition of Permitted Liens if the granting of a Lien hereunder in such property is prohibited by or would constitute a default under any agreement or document governing such property, provided that upon the termination or lapsing of any such prohibition, such property shall automatically be part of the Collateral.

3. Delivery of Pledged Collateral.

(a) Upon the request of the Collateral Agent acting pursuant to the request of the Required Investors, each Certificate shall be delivered to and held by the Collateral Agent and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed undated endorsements, instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Required Investors.

(b) The Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, without notice to the Company, in connection with a commercially reasonable foreclosure sale, to transfer to, or to direct the Company or any nominee of the Company to register or cause to be registered in the name of, the Collateral Agent or any of its nominees any or all of the Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests. In addition, the Collateral Agent shall have the right at any time to exchange certificates or instruments representing or evidencing Pledged Securities for certificates or instruments of smaller or larger denominations.

Security Agreement dated 2/4/2010
Between SoloPower, Inc. and
Deutsche Bank Trust Company
Americas

Pages 6 – 9 Intentionally Redacted

(a) Appointment. The Investors hereby appoint Deutsche Bank Trust Company Americas as Collateral Agent for the Investors under this Agreement to serve from the date hereof until the termination of the Security Agreement

(b) Powers and Duties of Collateral Agent, Indemnity by Investors.

(i) Each Investor hereby irrevocably authorizes the Collateral Agent to take such action, to grant such waivers and to exercise such powers hereunder as provided expressly herein or as requested in writing by the Required Investors, in accordance with the terms hereof, together with such powers as are reasonably incidental thereto. Collateral Agent may execute any of its duties hereunder by or through agents or employees and shall be entitled to request and act in reliance upon the advice of counsel concerning all matters pertaining to its duties hereunder and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance therewith. The Collateral Agent shall be entitled to rely upon and shall have no liability in acting on the written directive of the Required Investors, except in the case of gross negligence or willful misconduct on the part of the Collateral Agent. The Collateral Agent shall not be deemed to have knowledge that an Event of Default has occurred until it has received written notice of such Event of Default from the Required Investors.

(ii) The Company hereby directs the Collateral Agent, in the event the Collateral Agent receives any funds or Collateral on behalf of the Investors pursuant to this Agreement, to establish and maintain for and on behalf of the Investors a collateral account entitled the "SoloPower Collateral Account". The SoloPower Collateral Account shall be maintained by the Collateral Agent in trust and for the benefit of the Investors. None of the Collateral Agent, the Company nor any other Person claiming on behalf of or through the Company or the Collateral Agent shall have any right or authority, whether express or implied, to close or make use of or, except as expressly provided herein, withdraw any funds or Collateral from the SoloPower Collateral Account. The Collateral Agent shall disburse funds deposited in the SoloPower Collateral Account in accordance with this Agreement. Funds retained in the SoloPower Collateral Account shall remain uninvested. The Collateral Agent shall reconcile the SoloPower Collateral Account on a daily basis. Unless otherwise agreed to by the Investors, no checks shall be written from the SoloPower Collateral Account.

(iii) Neither the Collateral Agent nor any of its directors, officers, employees or affiliates shall be liable or responsible to any Investor or to the Company for any action taken or omitted to be taken by Collateral Agent or any other such person hereunder or under any related agreement, instrument or document, except in the case of gross negligence or willful misconduct on the part of the Collateral Agent as determined by a final non-appealable order of a court of competent jurisdiction, nor shall the Collateral Agent or any of its directors, officers or employees be liable or responsible for (A) the validity, effectiveness, sufficiency, enforceability or enforcement of the Notes, this Agreement or any instrument or document delivered hereunder or relating hereto; (B) the title to any of the Collateral or the freedom of any of the Collateral from any prior or other Liens; (C) the determination, verification or enforcement of the Company's compliance with any of the terms and conditions of this Agreement; (D) the failure by the Company to deliver any instrument or document required to be delivered pursuant to the terms hereof; or (E) the receipt, disbursement, waiver, extension or other handling of payments or proceeds made or received with respect to the Collateral, the servicing of the Collateral or the enforcement or the collection of any amounts owing with respect to the Collateral.

(iv) In the case of this Agreement and the transactions contemplated hereby and any related document relating to any of the Collateral, each of the Investors agrees to pay to the Collateral Agent, on demand, its pro rata share of all fees and all expenses incurred in connection with the operation and enforcement of this Agreement, the Notes or any related agreement to the extent that such fees or expenses have not been paid by the Company. In the case of this Agreement and each instrument

and document relating to any of the Collateral, each of the Investors and the Company hereby agrees to hold the Collateral Agent harmless, and to indemnify the Collateral Agent from and against any and all loss, damage, expense (including reasonable out-of-pocket attorneys' costs and expenses) or liability which may be incurred by the Collateral Agent under this Agreement and the transactions contemplated hereby and any related agreement or other instrument or document, as the case may be, unless such liability shall be caused by the willful misconduct or gross negligence of the Collateral Agent as determined by a final non-appealable order of a court of competent jurisdiction.

(v) The powers conferred on the Collateral Agent hereunder are solely to protect the Collateral Agent's interest in the Collateral, for the benefit of the Investors, and shall not impose any duty upon the Collateral Agent to exercise any such powers, except (A) as expressly set forth in this Agreement, (B) in accordance with the UCC or (C) as requested by the Required Investors in accordance with this Agreement. Except for the safe custody of any Collateral in its actual possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral, except (A) as expressly set forth in this Agreement, (B) in accordance with the UCC or (C) as requested by the Required Investors in accordance with this Agreement. The Collateral Agent shall exercise such care in the custody and preservation of any Collateral in its actual possession as it accords its own property; provided that, in any event, the Collateral Agent shall comply with Section 9-207 of the UCC.

Security Agreement dated 2/4/2010

**Between SoloPower, Inc. and
Deutsche Bank Trust Company
Americas**

Pages 12 – 16 Intentionally Redacted

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.

Company:

SOLOPOWER, INC., a Delaware corporation

By: 

Name: Louis DiNardo

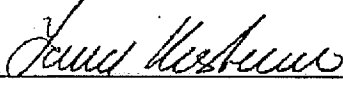
Title: Chief Executive Officer

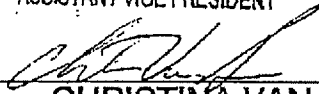
[Signature Page to Security Agreement]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.

Collateral Agent:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as the Collateral Agent

By: 
Name: YANA KISLENKO
Title: ASSISTANT VICE PRESIDENT

By: 
Name: CHRISTINA VAN RYZIN
Title: VICE PRESIDENT

[Signature Page to Security Agreement]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.

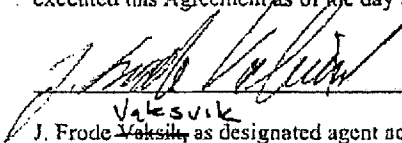


Daniel Gross, as designated agent acting on behalf
of the following Investors:

Hudson Solopower Holdings, LLC

[Signature Page to Security Agreement]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.



J. Frode ~~Valesvik~~ as designated agent acting on behalf
of each of the following Investors:

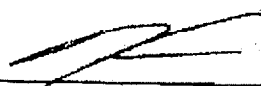
Convexa Capital VIII AS
Convexa Capital IX AS and
Convexa Capital X AS

[Signature Page to Security Agreement]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.

SIVEST VENTURE PARTNERS, L.P.

By: SiVest Group, Inc.
its General Partner

By: 

Kevin Landis,
President

Address:

SiVest Group, Inc.
Attn: Kevin Landis, President
469 El Camino Real
Suite 227
Santa Clara, CA 95050

{Signature Page to Security Agreement}

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.

Investors:

Alain Harrus.

Alain Harrus, as designated agent acting on behalf of each of the following Investors:

Crosslink Ventures V, L.P. Offshore
Crosslink Ventures V Unit Trust
Crosslink Bayview V, L.L.C. and Crosslink
Crossover Fund V, L.P.

[Signature Page to Security Agreement]

TRADEMARK
REEL: 004458 FRAME: 0289

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.

Michael Danaher

Michael Danaher, as designated agent acting on behalf
of each of the following Investors:

WS Investment Company, LLC (2009A) and
WS Investment Company, LLC (2009C)

[Signature Page to Security Agreement]

TRADEMARK
REEL: 004458 FRAME: 0290

Security Agreement dated 2/4/2010

**Between SoloPower, Inc. and
Deutsche Bank Trust Company
Americas**

Exhibit A Intentionally Redacted