

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Satcon Technology Corporation		04/22/2011	CORPORATION: DELAWARE
Satcon Power Systems, Inc.		04/22/2011	CORPORATION: DELAWARE
Satcon Electronics, Inc.		04/22/2011	CORPORATION: DELAWARE
Satcon Power Systems Canada, Ltd.		04/22/2011	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	275 Grove Street
Internal Address:	Suite 2-200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	78725156	FC VIEW
Serial Number:	76143236	GRIDLINK
Serial Number:	76143237	POWERGATE
Serial Number:	77770894	PRISM
Serial Number:	77160786	PV PRODUCT CARE
Serial Number:	78725173	PV VIEW
Serial Number:	78725141	PV ZONE
Serial Number:	77554879	SATCON
Serial Number:	74265664	SATCON
Serial Number:	74264611	SATCON TECHNOLOGY CORPORATION

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Serial Number:	77770883	SOLSTICE
Serial Number:	77770873	SPECTRUM
Serial Number:	85036300	EQUINOX
Serial Number:	85139608	PLATFORM
Serial Number:	85108344	
Serial Number:	85078279	SMART INVERTER

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Co.- J. Paterson
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	759105
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/28/2011

Total Attachments: 30

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Satcon Technology Corporation (OE)
Satcon Power Systems, Inc. (OE)
Satcon Electromics, Inc. (OE)
Satcon Power Systems Canada, LTD (CN)

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: see above
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) _____

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Amended + Restated Security Agmt

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Silicon Valley Bank

Internal Address: Suite 2-200

Street Address: 275 Grove Street

City: Newton

State: MA

Country: USA Zip: 02466

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

See Exhibit C

B. Trademark Registration No.(s)

See Schedule 1 See Exhibit C

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Lisa A. Cobbett

Signature

4/27/11
Date

LISA A. COBBETT
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 30

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "**Agreement**") is entered into as of April 22, 2011 by and among (a) SILICON VALLEY BANK, as administrative agent (in such capacity, "**Administrative Agent**") for its own benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement referred to below), (b) SATCON TECHNOLOGY CORPORATION, a Delaware corporation ("**Satcon Technology**"), (c) SATCON POWER SYSTEMS, INC., a Delaware corporation ("**Satcon Power**") (d) SATCON ELECTRONICS, INC., a Delaware corporation ("**Satcon Electronics**"), and (e) SATCON POWER SYSTEMS CANADA LTD., an Ontario corporation ("**Satcon Canada**"), and together with Satcon Technology, Satcon Power, and Satcon Electronics, jointly and severally, individually and collectively, referred to as "**Grantors**").

RECITALS

A. Grantors previously entered into that certain Loan and Security Agreement dated as of February 20, 2008, by and among Grantors and Silicon Valley Bank ("**SVB**") (as amended and in effect, the "**Existing Loan Agreement**"). Pursuant to the Existing Loan Agreement, Grantors previously granted SVB a security interest in, among other things, their intellectual property pursuant to that certain Intellectual Property Security Agreement, dated as of February 20, 2008, by and among Grantors and SVB (as amended and in effect, the "**Existing IP Agreement**").

B. Grantors and SVB have agreed to amend and restate the Existing Loan Agreement in its entirety pursuant to that certain Amended and Restated Credit Agreement dated as of April 22, 2011 (as the same may be amended, modified or supplemented and in effect from time to time, the "**Credit Agreement**") by and among (i) the several banks and other financial institutions or entities ("**Lenders**") from time to time parties to the Credit Agreement, (ii) SVB, in its capacity as Administrative Agent, and (iii) Grantors. Lenders are willing to make the Credit Extensions available to Borrowers, but only upon the condition, among others, that Grantors shall grant to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantors under the Credit Agreement and under the Guarantee and Collateral Agreement dated as of April 22, 2011 (as the same may be amended, modified or supplemented and in effect from time to time, the "**Guarantee and Collateral Agreement**"; capitalized terms used herein are used as defined in the Guarantee and Collateral Agreement).

C. Pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has granted to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

D. In connection with the foregoing, the parties hereto wish to amend and restate the Existing IP Agreement in its entirety by entering into this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees that the Existing IP Agreement is hereby amended and restated in its entirety as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and the Guarantee and Collateral Agreement, each Grantor grants and pledges to Administrative Agent, for the ratable benefit of the

Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
10. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks, and the Canadian Intellectual Property Office (or such equivalent offices, as applicable) record this Agreement, and any amendments thereto, or copies thereof. This security interest is granted in conjunction with the security interest granted to Administrative Agent, for the ratable benefit of the Secured Parties, under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of

Intellectual Property Security Agreement

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Administrative Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Guarantee and Collateral Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS.

Each of the Grantors hereby irrevocably and unconditionally:

(a) submits to the exclusive jurisdiction of the State and Federal courts in the District of Massachusetts; provided that nothing in this Agreement shall be deemed to operate to preclude the Administrative Agent or any Lender from bringing suit or taking other legal action in any other jurisdiction to realize on the Intellectual Property Collateral or any other security for the Secured Obligations, or to enforce a judgment or other court order in favor of Administrative Agent or such Lender. Each of the Borrowers expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and each of the Borrowers hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Each of the Borrowers hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to the Borrowers at the addresses set forth in Section 10.2 of the Credit Agreement and that service so made shall be deemed completed upon the earlier to occur of the Borrowers' actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid;

(b) WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL; and

(c) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Agreement any special, exemplary, punitive or consequential damages.

[Signature page follows.]

Intellectual Property Security Agreement

TRADEMARK
REEL: 004530 FRAME: 0631

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address for all Grantors:

c/o Satcon Technology Corporation
27 Drydock Avenue
Boston, Massachusetts 02210
Attn: Donald R. Peck
Facsimile: (617) 897-2401

GRANTOR:

SATCON TECHNOLOGY CORPORATION

By: Donald R. Peck
Name:
Title:

SATCON POWER SYSTEMS, INC.

By: Donald R. Peck
Name:
Title:

SATCON ELECTRONICS, INC.

By: Donald R. Peck
Name:
Title:

SATCON POWER SYSTEMS CANADA LTD.

By: Donald R. Peck
Name:
Title:

Intellectual Property Security Agreement

TRADEMARK
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ADMINISTRATIVE AGENT:

Address of Administrative Agent:

SILICON VALLEY BANK

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attn: Michael Quinn
Facsimile: (617) 529-0177

By: Larisa B. Chilton
Name: LARISA B. CHILTON
Title: DIRECTOR

Intellectual Property Security Agreement

TRADEMARK
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EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

(see attached)

Satcon Intellectual Property as of April, 2011

DOMESTIC PATENTS

US Patent Number	Title	Author	Jurisdiction	Issue Date	Original Assignment	Current Holder	Application Number	Date Filed	Licensed
5,291,975	System and Method for Damping Narrow Band Axial Vibrations of a Rotating Device	Johnson, Hockney, Eisenhaure, Fenn	United States	08-Mar-94	Satcon Technology Corporation	Satcon Technology Corporation	07/967,806	27-Oct-92	To RCT
5,319,273	Field-Gain Electromagnetic Actuator	Hockney, Downer, Eisenhaure	United States	07-Jun-94	Satcon Technology Corporation	Satcon Technology Corporation	07/967,251	26-Oct-92	To Beacon Power & RCT ¹
5,353,656	Electrostatically Controlled Micromechanical Gyroscope	Hawkey, Tordi, Johnson	United States	11-Oct-94	Satcon Technology Corporation	Satcon Technology Corporation	07/931,836	18-Aug-92	To RCT
5,396,140	Parallel Air Gap Serial Flux AC Machine	Goldie, Kirtley	United States	07-Mar-95	Satcon Technology Corporation	Satcon Technology Corporation	08/069,080	28-May-93	To Beacon Power & RCT

¹ The Company entered into a License Agreement dated September 21, 2001 with Beacon Power Corporation ("Beacon") granting Beacon a perpetual, exclusive, royalty-free, worldwide license to all patents, patent applications, technical knowledge, information and know-how in existence in May 1997 and any improvements on that intellectual property developed by Satcon prior to the completion of Beacon's initial public offering which related to the field of flywheel energy storage products and systems and processes for stationary terrestrial (in or on ground or affixed to structures on ground) applications, but not for satellite or other non-terrestrial, stationary applications (the "Beacon License").

The Company entered into a License Agreement dated January 11, 2010 with RCT Systems, Inc. ("RCT") granting RCT a perpetual, non-exclusive, royalty-free, worldwide right and license to certain patents listed therein (the "RCT License").

DOMESTIC PATENTS (cont'd)

5,465,015	Transverse Field Activated Magnetostrictive Motor	Anastas, Goldie	United States	07-Nov-95	Satcon Technology Corporation	Satcon Technology Corporation	08/194,141	24-Sep-93	
5,469,124	Heat Dissipating Transformer Coil	O'Donnell, Kerfoot, Springer	United States	21-Nov-95	Westinghouse Electric Corp.	Satcon Technology Corporation	08/258,141	10-Jun-94	To RCT
5,481,194	Fault Detection Circuit for Sensing Leakage Currents Between Power Source and Chassis	Schantz, Munro	United States	02-Jan-96	Westinghouse Electric Corp.	Satcon Technology Corporation	08/258,179	10-Jun-94	To RCT
5,506,484	Digital Pulse Width Modulator with Integrated Test and Control	Munro, Lansberry, & Herman	United States	09-Apr-96	Westinghouse Electric Corp.	Satcon Technology Corporation	08/258,305	10-Jun-94	To RCT
5,552,976	Improved EMI Filter Topology for Power Inverters	Munro, Schantz	United States	03-Sep-96	Northrop Grumman Corporation	Satcon Technology Corporation	08/258,153	10-Jun-94	To RCT
5,594,636	Matrix Converted Circuit and Commutating Method	Schauder	United States	14-Jan-97	Northrop Grumman Corporation	Satcon Technology Corporation	08/267,730	29-Jun-94	To RCT

DOMESTIC PATENTS (cont'd)

5,703,553	Magnetostrictive Active Strut	Bushko, Avakian, Johnson, Gerver	United States	30-Dec-97	Satcon Technology Corporation	Satcon Technology Corporation	08/653,522	24-May-96	To RCT
5,736,831	Power Limiting Circuit for Electric Vehicle Battery Charger	Harrington	United States	07-Apr-98	Northrop Grumman Corporation	Satcon Technology Corporation	08/701,599	22-Aug-96	To RCT
5,767,597	Electromagnetically Raised Homopolar Magnetic Bearing	Gondhalekar	United States	16-Jun-98	Satcon Technology Corporation	Satcon Technology Corporation	08/687,661	26-Jul-96	To Beacon Power & RCT
5,773,955	Battery Charger Apparatus	Hall	United States	30-Jun-98	Northrop Grumman Corporation	Satcon Technology Corporation	08/815,449	11-Mar-97	To RCT
5,789,838	Three-Axis Force Actuator for a Magnetic Bearing	Gondhalekar	United States	04-Aug-98	Satcon Technology Corporation	Satcon Technology Corporation	08/728,348	09-Oct-96	To Beacon Power & RCT
5,798,593	Solid Rotor Assembly	Salter, Kirtley, Rao, Bushko, Colello	United States	25-Aug-98	Satcon Technology Corporation	Satcon Technology Corporation	08/642,146	02-May-96	To RCT

BOS 46,746, 158v2 4-21-11

DOMESTIC PATENTS (cont'd)

5,818,137	Integrated Magnetic Levitation & Rotation System	Nichols, Jagannathan, Leary, Eisenhaure, Stanton, Hockney, Downer, Gonhalekar	United States	06-Oct-98	Satcon Technology Corporation	Satcon Technology Corporation	08/548,692	26-Oct-95	To Beacon Power & RCT
5,880,542	Light Reaction Mass Actuator	Leary, Fenn, Jagannathan	United States	09-Mar-99	Satcon Technology Corporation	Satcon Technology Corporation	08/866,567	30-May-97	
5,892,279	Packaging for Electronic Power Devices and Applications	Nguyen	United States	06-Apr-99	Northrop Grumman Corporation	Satcon Technology Corporation	08/570,051	11-Dec-95	To RCT
5,901,233	Narrow Band Controller	Hockney, Fenn, Johnson, Gaffney	United States	04-May-99	Satcon Technology Corporation	Satcon Technology Corporation	08/635,336	19-Apr-96	To RCT
5,929,612	Externally Field Controlled Induction Generator	Eisenhaure, Kirtley, Lansberry, Donegan, Rao	United States	27-Jul-99	Satcon Technology Corporation	Satcon Technology Corporation	08/888,347	03-Jul-97	To RCT

BOS 46,746, 156v2 4-21-11

DOMESTIC PATENTS (cont'd)

5,994,872	Apparatus for Charging Energy Storage Means from a Multiphase Power Source	Hall	United States	30-Nov-99	Northrop Grumman Corporation	Satcon Technology Corporation	09/210,129	01-Jul-98	To RCT
6,016,007	Power Electronics Cooling Apparatus	Sanger, Lindberg, Garcen	United States	18-Jan-00	Northrop Grumman Corporation	Satcon Technology Corporation	09/206,242	16-Oct-98	To RCT
6,049,148	Integrated Magnetic Levitation and Rotation System	Nichols, Jagannathan, Leary, Eisenhaure, Stanton, Hockney, Downer, Gonhalekar	United States	11-Apr-00	Satcon Technology Corporation	Satcon Technology Corporation	09/166,064	02-Oct-98	
6,055,163	Communications Processor, Remote Host and Multiple Unit Control Devices and Methods for Micropower Generation Systems	Wagner, Matby, Underwood, Hall	United States	25-Apr-00	Northrop Grumman Corporation	Satcon Technology Corporation	09/140,392	26-Aug-98	To RCT

DOMESTIC PATENTS (cont'd)

6,072,302	Integrated Control System and Method for Controlling Mode Synchronization, Power Factor and Utility Outage Ride-Through for Micropower Generation Systems	Underwood, Hall, Matty	United States	06-Jun-00	Northrop Grumman Corporation	Satcon Technology Corporation	09/140,391	26-Aug-98	To RCT
6,084,296	Low Cost, High Power Hermetic Package With Electrical Feed-Through Bushings	Colello, Hartzell	United States	04-Jul-00	Satcon Technology Corporation	Satcon Technology Corporation	09/112,683	09-Jul-98	To RCT
6,097,124	Hybrid Permanent Magnet/Homopolar Generator and Motor	Rao, Kirtley, Meeker, Donegan	United States	01-Aug-00	Satcon Technology Corporation	Satcon Technology Corporation	08/956,093	23-Oct-97	To RCT
6,118,238	Motor Starting Apparatus for an Engine Driven Generator	Munro, Matty	United States	12-Sep-00	Satcon Technology Corporation	Satcon Technology Corporation	09/140,744	26-Aug-98	To RCT
6,137,277	Static Voltage Regulator	Rajda, Dewan, Wu, Li	United States	24-Oct-00	Inverpower Controls Ltd	Satcon Technology Corporation	09/429,622	29-Oct-99	

DOMESTIC PATENTS (cont'd)

6,262,505	Flywheel Power Supply Having Axial Magnetic Bearing for Frictionless Rotation	Hockney, Nichols, Lansberry, Nimblett, Bushko, Rao, Serdar, Amaral, Stanton, O'Rourke	United States	17-Jul-01	Satcon Technology Corporation	Satcon Technology Corporation	08/824,862	26-Mar-97	To Beacon Power
6,273,186	Low Cost High Density Staggered Pin Fin Array	Ognibene, Holimansky, Johnson	United States	14-Aug-01	Satcon Technology Corporation	Satcon Technology Corporation	09/524,317	13-Mar-00	To RCT
6,316,918	Integrated Control System and Method for Controlling Mode, Synchronization	Underwood, Hall, Matty	United States	13-Nov-01	Satcon Technology Corporation	Satcon Technology Corporation	09/535,541	27-May-00	To RCT
6,330,064	High Speed Highly Sensitive Platform for Evanescent Wave Surface	Reider	United States	11-Dec-01	Satcon Technology Corporation	Satcon Technology Corporation	09/780,792	09-Feb-01	

DOMESTIC PATENTS (cont'd)

6,380,719	Integrated Control System and Method for Controlling Mode Synchronization, Power Factor and Utility Outage RideThrough for Micropower Generation Systems	Underwood, Hall, Matty	United States	30-Apr-02	Satcon Technology Corporation	Satcon Technology Corporation	09/900,849	03-Jul-01	To RCT
6,411,065	Integrated Control System and Method for Controlling Mode Synchronization, Power Factor and Utility Outage RideThrough for Micropower Generation Systems	Underwood, Hall, Matty	United States	25-Jun-02	Satcon Technology Corporation	Satcon Technology Corporation	09/907,886	20-Aug-01	To RCT
6,452,289	Grid-Linked Power Supply	Lansberry, Holmanský	United States	17-Sep-02	Satcon Technology Corporation	Satcon Technology Corporation	09/612,996	10-Jul-00	To RCT

DOMESTIC PATENTS (cont'd)

6,498,713	Low-inductance Capacitor and a Method for Minimizing Inductance in a Snubber Circuit	Sanger, Mandelcorn, Lesster, Lindberg	United States	24-Dec-02	Satcon Technology Corporation	Satcon Technology Corporation	09/778,835		To RCT
6,515,383	Passive, Phase-Change, Stator Winding End-Turn Cooled Electric Machine	Ognibene, Kiley	United States	04-Feb-03	Satcon Technology Corporation	Satcon Technology Corporation	09/809,907	16-Mar-01	To RCT
6,560,128	Ferroresonance-Suppressing Static Transfer Switch	Rajda, Dewan	United States	06-May-03	SatCon Power Systems Canada Ltd.	Satcon Technology Corporation	09/706,961	06-Nov-00	
6,634,421	High Performance Cold Plate for Electronic Cooling	Ognibene, Holmansk, Johnson, Donegan	United States	21-Oct-03	Satcon Technology Corporation	Satcon Technology Corporation	09/803,562	09-Mar-01	To RCT

DOMESTIC PATENTS (cont'd)

6,819,561	Finned-Tube Heat Exchangers and Cold Plates, Self-Cooling Finned-Tube Component System Using Same and Methods for Cooling Electronic Components Using Same	Hartzell, Oleksy, Ognibene, Breaux	United States	16-Nov-04	Satcon Technology Corporation	Satcon Technology Corporation	10/263,468	02-Oct-02	To RCT
7,071,581	Uninterruptible Power Supply System Using a Slip-Ring, Wound-Rotor-Type Induction Machine and a Method for Flywheel Energy Storage	Eisenhaure, Kirtley, Lesster	United States	04-Jul-06	Satcon Technology Corporation	Satcon Technology Corporation	10/062,982	31-Jan-02	To RCT
7,514,907	Device, System, and Methods for Providing a Low-Voltage Fault Ride-Through for Wind Generator Farm	Radja, Galbraith, & Schauder	United States	07-Apr-09	Satcon Technology Corporation	Satcon Technology Corporation	11/439,892	24-May-06	

DOMESTIC PATENTS (cont'd)

7,545,062	Devices and Systems for Cooling Insulated, Strip-Laminated Structures by Convection	Foshage	United States	09-Jun-09	Satcon Technology Corporation	Satcon Technology Corporation	11/441,991	26-Jul-06	Licensed to Government
7,545,132	Sensorless Low Frequency Adaptive Current Limiter and Methods for Limiting Inductive Current Using the Same	Borowy, Casey	United States	09-Jun-09	Satcon Technology Corporation	Satcon Technology Corporation	11/373,722	10-Mar-06	
7,554,302	Slip Controlled WRIM (Wound Rotor Induction Machine)	Schauder	United States	30-Jun-09	Satcon Technology Corporation	Satcon Technology Corporation	11/521,426	14-Sep-06	
7,786,486	Double Sided Package for Power Module	Casey, Borowy, Davis, Connell	United States	31-Aug-10	Satcon Technology Corporation	Satcon Technology Corporation	11/497,804	02-Aug-06	

US Patent Number	Title	Author	Jurisdiction	Issue Date	Original Assignment	Current Holder	Application Number	Date Filed	Licensed
none	Flip-chip RF-ID tag		United States			Satcon Technology Corporation	09785790 Pub #20010046126	16-Feb-01	
none	Six degree of freedom magnetically levitated vibration table		United States			Satcon Technology Corporation	09846696 Pub #20020005069	01-May-01	
none	Continuously variable transmissions using magnetorheological fluid or oil shear and methods of and systems for using the same in a vehicle, in-wheel application		United States			Satcon Technology Corporation	10290560 Pub #20030134707	08-Nov-02	
none	Integrated magnetic/foil bearing and methods for supporting a shaft journal using the same		United States			Satcon Technology Corporation	11205495 Pub #2006020589	08-Aug-05	
none	Photovoltaic DC/DC Micro-Converter		United States			Satcon Technology Corporation	12459840 Pub #2010001587	01-Jul-09	

FOREIGN PATENTS

US Patent Number	Foreign Patent Number	Title	Author	Jurisdiction	Issue Date	Original Assignment	Current Holder	Application Number	Date Filed	Licensed
5,818,137	216,894	Integrated Magnetic Levitation & Rotation System	Nichols, Jagannathan, Leary, Eisenhaure, Stanton, Hockney, Downer, Gonhalekar	Mexico	12-Oct-03	Satcon Technology Corporation	Satcon Technology Corporation	983156	22-Apr-98	To Beacon Power & RCT
5,818,137	4165903	Integrated Magnetic Levitation & Rotation System	Nichols, Jagannathan, Leary, Eisenhaure, Stanton, Hockney, Downer, Gonhalekar	Japan	12-Oct-03	Satcon Technology Corporation	Satcon Technology Corporation	09-516694	10/18/96	To Beacon Power & RCT
6,137,277	2,287,798	Static Voltage Regulator	Rajda, Dewan, Wu, Li	Canada	19-Feb-08	Inverpower Controls Ltd	Satcon Power Systems Canada Ltd.	2,287,798	29-Oct-99	
6,262,505	3,828,582	Flywheel Power Supply Having Axial Magnetic Bearing for Frictionless Rotation	Hockney, Nichols, Lansberry, Nimblett, Bushko, Rao, Serdar, Amaral, Stanton, O'Rourke	Japan	04-Oct-06	Satcon Technology Corporation	Satcon Technology Corporation	10-543269		To Beacon Power

BOS 46,746,158v2 4-21-11

DOMESTIC APPLICATIONS

Title	Author	Disclosure Number	Provisional Application Number	Provisional Filed	Application Number	Date Filed
Photovoltaic DC/DC Micro-converter	Casey, Prestero, Rajda	159	61/133,634	01-Jul-08	12/495,840	07-Jul-09
Solstice subcombiner electrical surge protection	Casey, Mossoba, Ilic, & Nichols	166 (4)			407/75U,S01	
Automatic AC Bus Voltage Regulator for Power Distribution Grid	Schauder, Casey	170	12/913,633		407/75U,S01	10/27/11

FOREIGN APPLICATIONS

Title	Author	Jurisdiction	Disclosure Number/Patent Number	Application Number	Date Filed
Photovoltaic DC/DC Micro-converter	Casey, Prestero, Rajda	Europe	159	09 744 410.6	01-Jul-09
Device, System, and Methods for Providing a Low-Voltage Fault Ride-Through for Wind Generator Farm	Radja, Galbraith, & Schauder	Europe	7,514,907	06771102.8	24-May-06

EXHIBIT C

Trademarks

(see attached)

TRADEMARKS

Registration Number	Title	country	Holder	Class	Registration Date	Filing Date	Application Number	Status
008122533	EDGE	Europe	Satcon	9, 42	14-Nov-09	25-Feb-09	008122533	Active
TMA694874	FC VIEW	Canada	Satcon Power Systems Canada Ltd.		28-Mar-07	15-Mar-06	1,293,847	Active
004959409	FC VIEW	Europe	Satcon	42	19-Mar-07	15-Mar-06	004959409	Active
3,291,858	FC VIEW	US	Satcon	42	11-Sep-07	3-Apr-05	78/725156	Active
2,586,464	GRIDLINK	US	Satcon	9	25-Jun-02	10-Oct-00	76/143236	Active
001980663	MAGLEV	Europe	Satcon	9	1-Aug-02	1-Dec-00	001980663	Active
001981679	Megaverter	Europe	Satcon	9	7-Jan-02	1-Dec-00	001981679	Active
TMA773,680	POWERGATE	Canada	Satcon	9	30-Jan-09	13-Feb-07	1,335,210	Active
002102226	POWERGATE	Europe	Satcon	9	1-Mar-04	23-Feb-01	002102226	Active
2,805,266	POWERGATE	US	Satcon	9	13-Jan-04	10-Oct-00	76/143,237	Active
008570831	PRISM	Europe	Satcon	9	30-Mar-10	24-Sep-09	008570831	Active
3,815,633	PRISM	US	Satcon	9	6-Jul-10	30-Jun-09	77/770,894	Active
3,489,619	PV PRODUCT CARE	US	Satcon	37	19-Aug-08	19-Apr-07	77/160786	Active
TMA692614	PV VIEW	Canada	Satcon Power Systems Canada Ltd		23-Jul-07	15-Mar-06	1,293,754	Active
004959383	PV VIEW	Europe	Satcon	42	19-Mar-07	15-Mar-06	004959383	Active
3,266,729	PV VIEW	US	Satcon	42	17-Jul-07	3-Apr-05	78/725,173	Active
TMA692615	PV ZONE	Canada	Satcon Power Systems Canada Ltd		23-Jul-07	15-Mar-06	1,293,751	Active
004958807	PV ZONE	Europe	Satcon	42	19-Mar-07	15-Mar-06	004958807	Active
3,291,857	PV ZONE	US	Satcon	42	11-Sep-07	3-Apr-05	78/725,141	Active
008122426	SATCON	Europe	Satcon	9, 42	3-Nov-10	25-Feb-09	008122426	Active

3,822,514	SATCON	US	Satcon	9,42	20-Jul-10	25-Aug-08	77/554,879	Active
1,764,204	SATCON and Design (SatCon Stylized Logo)	US	Satcon	9	13-Apr-93	14-Apr-92	74/265664	Active
1,773,263	SATCON TECHNOLOGY CORPORATION	US	Satcon	42	25-May-93	10-Apr-92	74/264611	Active
TMA542915	INVERTER + DESIGN	Canada	Satcon Power Systems Canada Ltd.		22-mar-01	3-Jul-98	0883315	Active

TRADEMARKS (cont'd)

008571002	SOLSTICE	Europe	Satcon	9	30-Mar-10	24-Sep-09	008571002	Active
5287122	SOLSTICE	Japan	Satcon	9	11-Dec-09	29-Sep-09	2009-073749	Active
3,804,635	SOLSTICE	US	Satcon	9	15-Jun-10	30-Jun-09	77/770,883	Active
TMA790424	SPECTRUM	Canada	Satcon		11-Feb-11	23-Sep-09	1,452,833	Active
008570913	SPECTRUM	Europe	Satcon	9	30-Mar-10	24-Sep-09	008570913	Active
3,848,724	SPECTRUM	US	Satcon	9	14-Sep-10	30-Jun-09	77/770,873	Active

TRADEMARK APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>Holder</u>	<u>Class</u>	<u>Filing Date</u>	<u>Application Number</u>	<u>Status</u>
EQUINOX	Canada	Satcon		26-Aug-10	1493712	Active
EQUINOX	China	Satcon	9	30-Aug-10	8620349	Active
EQUINOX	Europe	Satcon	9	1-Sep-10	009348202	Active
EQUINOX	Japan	Satcon	9	3-Sep-10	2010-069753	Active
EQUINOX	South Korea	Satcon	9	8-Oct-10	40-2010-0051765	Active
EQUINOX	US	Satcon	9	12-May-10	85/036300	Active
PLATFORM	US	Satcon	9	28-Sep-10	85/139,608	Active
PRISM	Canada	Satcon		23-Sep-09	1,452,830	Active
PRISM	China	Satcon	9	11-Nov-09	7,825,614	Active
PRISM	India	Satcon	9	10-Sep-09	1871700	Active
PRISM	Japan	Satcon	9	29-Sep-09	2009-073747	Active
PRISM	South Korea	Satcon	9	12-Nov-09	40-2009-0055968	Active
SATCON	China	Satcon	9	16-Apr-10	8,217,174	Active
SATCON (萨特)	China	Satcon	9	16-Apr-10	8,217,178	Active
SATCON (萨特)	China	Satcon	9	16-Apr-10	8,217,176	Active
SATCON design	Canada	Satcon		28-Jan-11	1,513,125	Active
SATCON design	China	Satcon	9,42	16-Apr-10	8217180	Active
SATCON design	Europe	Satcon	9,42	23-Dec-10	009623455	Active
SATCON design	Israel	Satcon	9,42	31-Jan-11	235434	Active
SATCON design	Turkey	Satcon	9,42	11-Feb-11	2011-11193	Active
SATCON design	US	Satcon	9,42	16-Aug-10	85/108,344	Active
SMART INVERTER	US	Satcon	9	6-Jul-10	85/078279	Active
SOLSTICE	Canada	Satcon		23-Sep-09	1,452,831	Active
SOLSTICE	China	Satcon	9	11-Nov-09	7,825,613	Active
SOLSTICE	India	Satcon	9	10-Sep-09	1871792	Active
SOLSTICE	South Korea	Satcon	9	12-Nov-09	40-2009-0055969	Active
SPECTRUM	China	Satcon	9	11-Nov-09	7,825,612	Active
SPECTRUM	India	Satcon	9	10-Sep-09	1871701	Active
SPECTRUM	Japan	Satcon	9	29-Sep-09	2009-073751	Active
SPECTRUM	South Korea	Satcon	9	12-Nov-09	40-2009-0055970	Active

Disclosures: These have submitted to the patent committee by Satcon engineers. They are not yet in the application stage either because a decision has not yet been made or the application is being completed but not yet filed with USPTO.

Title	Author	Project Number	Disclosure Number
Automated Equalization of Current Share of Parallel Operating Power Converters	Borowy & Casey	1259	144
AC-Coupled Energy Storage System (ACCESS) as a Utility Grid Emulator in a Micro Grid Mode of Operation	Rajda, Casey, Schauder, & McGinn		162
Photovoltaic Converter	Ilic & Casey		163
Solstice subcombiner electrical surge protection	Casey, Mossoba, Ilic, & Nichols		166 (1-3)
Solstice subcombiner electrical surge protection	Casey, Mossoba, Ilic, & Nichols		166 (5)
Solstice subcombiner electrical surge protection	Casey, Mossoba, Ilic, & Nichols		166 (6)
Solstice subcombiner ground fault isolation and outage avoidance	Casey, Mossoba, Huang, Ilic, Nichols, & Hunt		167
Zero current transition three level inverter	Ilic		168
Isolated DC/DC converter for module level PV applications	Zubieta		169

EXHIBIT D

Mask Works

None