TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement (Patents & Trademarks)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sunlogics PLC		06/10/2011	COMPANY: UNITED KINGDOM
Sunlogics Inc.		06/10/2011	COMPANY: CANADA
New Millennium Solar Equipment Corp.		06/10/2011	CORPORATION: DELAWARE
Rooftop Energy, LLC		06/10/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A., as agent
Street Address:	45 Broadway, 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2614699	EPV
Registration Number:	2612208	EPV-40
Registration Number:	3121710	EPV OUTSIDE
Serial Number:	85139194	GREEN ZONE

CH $115.00 2614699

CORRESPONDENCE DATA

Fax Number: (617)289-0683
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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:	29155/2
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/Mark S. Leonardo/
Date:	06/20/2011

Total Attachments: 12
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS & TRADEMARKS)

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS & TRADEMARKS) (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated as of June 10, 2011, is made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a "Grantor" and collectively, the "Grantors") and in favor of WELLS FARGO BANK, N.A., as agent (the "Agent") for itself and the Lenders (as defined below).

WHEREAS, Sunlogics plc, a company organized under the laws of England and Wales ("Holdings"), Sunlogics Inc., a company existing under the laws of Canada ("Sunlogics") and certain Subsidiaries of Sunlogics party hereto as Grantors are party to (i) that certain Amended, Restated and Consolidated Credit Agreement, dated as of June 9, 2011 (the "Existing Credit Agreement"), (ii) that certain Amended, Restated and Consolidated Security Agreement, dated as of June 9, 2011 (the "Existing Security Agreement") and (ii) that certain Intellectual Property Security Agreement (Patents & Trademarks), dated as of August 24, 2010 (the "Existing IP Security Agreement");

WHEREAS, pursuant to the Borrower Debt Assumption Agreement, but only upon the terms and conditions set forth in the Credit Agreement (as defined below) and the other Credit Documents, Sunlogics assumed all of Holdings' rights and obligations as " Borrower" under the Existing Credit Agreement and the other "Credit Documents" as defined therein;

WHEREAS, Sunlogics, the other Credit Parties and the Lenders have determined to amend and restate the Existing Credit Agreement in its entirety on and subject to the terms and conditions set forth in that certain Amended and Restated Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement), dated as of June 10, 2011, by and among Sunlogics, as the borrower thereunder (the "Borrower"), Holdings, certain other subsidiaries of the Borrower, as guarantors, the lenders party thereto from time to time (the "Lenders") and the Agent, as administrative agent for the Lenders, such that the loans and all other "Obligations" under the Existing Credit Agreement (including indemnities) outstanding thereunder as of the Closing Date shall be governed by and deemed to be outstanding under the Credit Agreement;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, it is a condition precedent to the making of Loans and other advances under the Credit Agreement that each Grantor and the other Credit Parties (other than Holdings), among other things, shall have executed that certain Amended and Restated Security Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent for the benefit of the Lenders and the Agent, to amend and restate the Existing Security Agreement in its entirety; and

WHEREAS, under the terms of the Security Agreement, each Grantor and the other Credit Parties (other than Holdings) have granted a security interest in certain intellectual property of each Grantor to the Agent for the ratable benefit of the Lenders, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other applicable Governmental Body.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) All now owned or existing or hereafter arising United States and foreign trademark and service mark registrations, applications, and licenses, including without limitation, those set forth on Exhibit A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks and service mark applications but excluding any United States intent-to-use trademark application prior to the filing of a "Statement of Use" (pursuant to Section 1(d) of the Lanham Act) or "Amendment to Allege Use" (pursuant to Section 1(c) of the Lanham Act) in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");

(b) All now owned or existing or hereafter arising United States, international and foreign patents, patent applications, utility models, and statutory invention registrations, including, without limitation, those set forth on Exhibit B annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such patents, patent applications, utility models and statutory invention registrations (the "Patents");

(c) any and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations of the Patents, all inventions in the Patents, and all rights provided in the Patents by international treaties or conventions and all improvements thereto;

(d) any license agreement, permit, authorization or franchise, whether with respect to the Patents or the Trademarks or with respect to the patents, trademarks, trade secrets, computer software or other proprietary right of any other Person, and all income, royalties and other payments now or hereafter due and/or payable to such Grantor with respect thereto, subject, in each case, to the terms of such license agreements, permits, authorizations and franchises (collectively, the "Licenses"); provided, however, that to the extent that the consent of any other party to any of the Licenses is required, under the terms thereof, for the collateral assignment thereof, then this IP Security Agreement shall not affect any collateral assignment of (or otherwise be applied so as to cause a default under) such Licenses;

(e) any and all causes of action for past, present and future infringement or breach of the Trademarks, Patents and any other Collateral ,with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(f) any and all proceeds and products of the foregoing.

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Section 2. Representations and Covenants of the Grantors. The representations and warranties set forth in Article IV of the Credit Agreement as they relate to each Grantor or in the Credit Documents to which such Grantor is a party, each of which is hereby incorporated herein by reference, are true and correct, and the Agent and Lenders shall be entitled to rely on each of them as if they were fully set forth herein. Each Grantor shall observe and comply with all covenants provided in Articles V and VI of the Credit Agreement or in any other Credit Documents to which such Grantor is a party, as they relate to such Grantor and/or the Collateral, and shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Grantor or any of its Subsidiaries.

Section 3. Submission to Jurisdiction. Each of the Lenders, Agent and Grantors hereby (a) agrees that any action with respect to this IP Security Agreement may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any action by the mailing of copies of the process to the parties hereto as provided in the Credit Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 4. Waiver of Jury Trial. Each of the Lenders, Agent and Grantors hereby waives any right to a trial by jury in any action to enforce or defend any right under this IP Security Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this IP Security Agreement and agrees that any action will be tried before a court and not before a jury.

Section 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 6. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this IP Security Agreement by facsimile or other electronic transmission shall be equally effective as delivery of an original executed counterpart of this Guaranty.

Section 7. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or

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the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement, as applicable, shall govern.

Section 8. Future Rights. In the event that any Grantor (a) subsequently registers any Trademark and/or Patent with the United States Patent and Trademark Office or with any state authority, or an application is filed therefor, or (b) shall obtain rights to any new Intellectual Property, such Grantor undertakes to promptly provide the Agent with written notice thereof and evidence of such application and/or registration to the Agent and its counsel. The Collateral so registered by any Grantor in the future is deemed to be described in Exhibit A and B annexed hereto, and the Agent may record this Agreement against each such item and in connection with any such changes. Each Grantor shall promptly cooperate with the Agent in modifying Exhibits A and B. Each Grantor agrees that it will join with the Agent in executing and, at its own expense, will file and refile, or permit the Agent to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this Agreement), in such offices (including, without limitation, the United States Patent and Trademark Office and appropriate state trademark offices), as the Agent may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to the Agent for the benefit of the Lenders hereunder. Each Grantor hereby authorizes the Agent to file financing statements and amendments, relative to all or any part thereof, without the signature of such Grantor where permitted by law and agrees to do such further acts and things, and to execute and deliver to the Agent such additional assignments, agreements, powers and instruments, as the Agent may require to carry into effect the purposes of this Agreement or better to assure and confirm unto the Agent its respective rights, powers and remedies hereunder. Each Grantor shall, upon the request of the Agent, and hereby authorizes the Agent to, take any and all such actions as may be deemed necessary by the Agent to perfect and preserve the rights and interests granted to the Agent for the benefit of the Lenders with respect to the Intellectual Property wherever located. All of the foregoing shall be at the sole cost and expense of such Grantor. This Section is not intended to cover any Intent to Use trademark applications filed by any Grantor.

Section 9. Amendment and Restatement. Each Grantor and the Agent agree that this IP Security Agreement shall be deemed to amend, restate and replace the Existing IP Security Agreement in its entirety and the rights and obligations of the parties under the Existing IP Security Agreement shall be governed by and deemed to be outstanding under this IP Security Agreement. Each Grantor acknowledges and agrees that: (i) each reference in the Credit Documents to the IP Security Agreement shall be a reference to this IP Security Agreement, (ii) this IP Security Agreement is an amendment and restatement of and not an extinguishment or novation of the Existing IP Security Agreement, and (iii) with respect to matters prior to the date of this IP Security Agreement, all terms of the Existing IP Security Agreement are ratified and confirmed.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its representative thereunto duly authorized as of the date first above written.

SUNLOGICS INC.

By: _____
Name:
Title: CEO

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SUNLOGICS, PLC

By: _____
Name:
Title: CEO

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NEW MILLENNIUM SOLAR
EQUIPMENT CORP.

By: _____
Name: Howard Brodie
Title: Vice President

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ROOFTOP ENERGY LLC

By: _____

Name:
Title: CEO

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AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: Michael Pinzon
Title: Vice President

[A/R IP Security Agreement Sig Page]

EXHIBIT 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
Green Zone	Rooftop Energy, LLC	US	85139194		9/29/10			

EXHIBIT B

PATENTS

U.S. Patents

Patent No./Issue Date	Publication No./ Publication Date	Title
7,235,160 06-26-2007	2005-0029088 02-10-2005	HOLLOW CATHODE SPUTTERING APPARATUS AND RELATED METHOD
6,660,538 12-09-2003	2003-0082834 05-01-2003	NON-CONTACTING DEPOSITION CONTROL OF CHALCOPYRITE THIN FILMS
7,019,208 03-28-2006	2003-0102023 06-05-2003	METHOD OF JUNCTION FORMATION FOR CIGS PHOTOVOLTAIC DEVICES
7,652,209 01-26-2010	2006-0144436 07-06-2006	METHOD OF JUNCTION FORMATION FOR CIGS PHOTOVOLTAIC DEVICES

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
12/395,889 03-02-2009	N/A	INSULATED GLASS UNIT WITH INTEGRATED MINI-JUNCTION BOX
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
11/768,652 06-26-2007	2007/0256926 11-08-2007 Abandoned 2011	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 09-17-09	Expired	LARGE BATCH PRODUCTION OF THIN PHOTOVOLTAIC MODULES

12/127,470 05-27-2008	2008/0308411 12-18-2008	METHOD AND PROCESS FOR DEPOSITION OF TEXTURED ZINC OXIDE THIN FILMS
xx / 09-17-09	Expired	ELECTRODE SYSTEM FOR LARGE BATCH PRODUCTION OF THIN FILM PHOTOVOLTAIC MODULES

Non-U.S. Patent Applications

Patent No./Issue Date		Publication No./ Publication Date	Title	National Filing Due Date (31 Month)
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
xx / 12-08-09		n.a.	MOUNTING SYSTEM FOR PHOTOVOLTAIC MODULES	?

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