

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Confirmatory Grant of Security Agreement in United States Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BrightSource Energy, Inc.		10/07/2011	CORPORATION: DELAWARE
BrightSource Construction Management, Inc.		10/07/2011	CORPORATION: DELAWARE
BrightSource Asset Holdings, LLC		10/07/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	85321582	
Serial Number:	85321585	
Serial Number:	85321602	
Serial Number:	85321612	
Serial Number:	85321625	
Serial Number:	85321631	
Serial Number:	77356210	BRIGHTSOURCE
Serial Number:	77982448	BRIGHTSOURCE
Serial Number:	78895368	LUZ
Serial Number:	85190577	LUZ
Serial Number:	85190583	LUZ

900204181

**TRADEMARK**  
 REEL: 004638 FRAME: 0728

CH \$340.00 85321582

Serial Number:	85386454	SOLAR PLUS
Serial Number:	85386455	SOLAR +

**CORRESPONDENCE DATA**

Fax Number: (415)693-2222  
Phone: 4156932440  
Email: crhem@cooley.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Cooley LLP  
Address Line 1: 101 California Street, 5th Floor  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	305866-171 HERCULES/BSE
NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/
Date:	10/07/2011

Total Attachments: 8  
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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 October 7, 2011 (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 Loan and Security Agreement dated as of the date hereof (the “**Loan 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 Loan and Security Agreement and used herein have the meaning given to them in the Loan 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 Loan 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 Loan 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 Loan 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 Loan 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 Loan and Security Agreement, the provisions of the Loan 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).

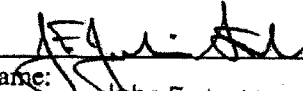
## **SECTION 5. Counterparts**

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.

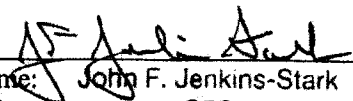
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**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

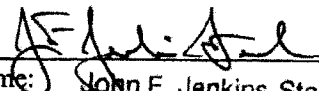
**BRIGHTSOURCE ENERGY, INC.**

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

**BRIGHTSOURCE CONSTRUCTION  
MANAGEMENT, INC.**

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

**BRIGHTSOURCE ASSET HOLDINGS,  
LLC**

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

[Signature page to Confirmatory Grant of Security Agreement in United States Trademarks]

Accepted and Agreed:

**HERCULES TECHNOLOGY GROWTH CAPITAL, INC.,**  
as Collateral Agent

By: \_\_\_\_\_

Name: K. Nicholas Martitsch  
Title: Associate General Counsel






[Signature page to Confirmatory Grant of Security Agreement in United States Trademarks]

**TRADEMARK**  
**REEL: 004638 FRAME: 0734**


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

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

BrightSource Energy, Inc. is the record holder for all trademarks listed below:

Mark	Country	App No	App Date	Reg No	Reg Date	Classes	Status
BrightSource Logo 	United States of America	85/321,582	5/16/2011			06	To be Published 10/11/2011  Foreign filing deadline 11/16/2011
BrightSource Logo 	United States of America	85/321,585	5/16/2011			07	Pending  Foreign filing deadline 11/16/2011  Response to Office Action due 3/1/2012
BrightSource Logo 	United States of America	85/321,602	5/16/2011			09	Pending  Foreign filing deadline 11/16/2011  Response to Office Action due 3/1/2012
BrightSource Logo 	United States of America	85/321,612	5/16/2011			11	To be Published 10/11/2011  Foreign filing deadline 11/16/2011
BrightSource Logo 	United States of America	85/321,625	5/16/2011			37	To be Published 10/11/2011  Foreign filing deadline 11/16/2011



BrightSource Logo 	United States of America	85/321,631	5/16/2011			42	Pending Foreign filing deadline 11/16/2011 Response to Office Action due 3/1/2012
BRIGHTSOURCE	United States of America	77/356,210 (parent)	12/19/2007			06,07,09,11,37,42	Allowed 2/23/2010 Statement of Use/4th Extension due 2/23/2012
BRIGHTSOURCE	United States of America	77/982,448 (child)	12/19/2007			42	Allowed Statement of Use Accepted 9/13/2011
BRIGHTSOURCE	European Community Trade Mark Office (OHIM)	7005598	6/19/2008	7005598	6/19/2008	07,09,11,37,40,42	Registered Renewal due 6/19/2018
BRIGHTSOURCE	Israel	212177	6/19/2008	212177	6/19/2008	09	Registered Renewal due 6/19/2018
BRIGHTSOURCE	Israel	212179	6/19/2008	212179	6/19/2008	37	Registered Renewal due 6/19/2018
BRIGHTSOURCE	Israel	212182	6/19/2008	212182	6/19/2008	42	Registered Renewal due 6/19/2018
LUZ	United States of America	78/895,368	5/30/2006			09,11,40	Abandoned – re-filed see below
LUZ	United States of America	85/190,577	12/3/2010			09	Allowed 7/5/2011 Statement of Use/EOT1 due 1/5/2012
LUZ	United States of America	85/190,583	12/3/2010			11	Allowed 7/5/2011 Statement of Use/EOT1 due 1/5/2012
LUZ	Israel	218021	12/24/2008			09	Allowed

LUZ	Israel	218020	12/24/2008			11	Allowed
SOLAR PLUS	United States of America	85/386,454	8/1/2011			40	Pending Foreign filing deadline 2/1/2012
SOLAR +	United States of America	85/386,455	8/1/2011			40	Pending Foreign filing deadline 2/1/2012