


11/18/2011  
  
 103636570

U.S. DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office

(2012)  
**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

and Trademark Office: Please record the attached documents or the new address(es) below.

MLO 11/18/11

**1. Name of conveying party(ies):**  
 Konarka Technologies, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 Additional names, addresses, or citizenship attached?  No

Name: Massachusetts Development Finance Agency  
 Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street Address: 160 Federal Street  
 City: Boston  
 State: Massachusetts  
 Country: USA Zip: 02110

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \*\* \_\_\_\_\_ Citizenship MA  
 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)

\*\* a body politic and corporate created by Chapter 289 of the Acts of 1998 and established under Massachusetts General Law Chapter 230G amended.

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

Execution Date(s) October 4, 2011

Assignment       Merger  
 Amendment to Security Agreement       Change of Name  
 Other \_\_\_\_\_

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

A. Trademark Application No. (s) \_\_\_\_\_  
 B. Trademark Registration No. (s) \_\_\_\_\_

Additional sheet(s) attached  Yes  No

RECEIVED  
 OCT 17 2011  
 ASSIGNMENT RECORDS DIVISION

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: Gary M. Markoff, Esq.  
 Internal Address: \_\_\_\_\_  
 Street Address: Sherin and Lodgen LLP  
101 Federal Street  
 City: Boston  
 State: Massachusetts Zip: 02110  
 Phone Number: (617) 646-2141  
 Fax Number: (617) 646-2222  
 Email Address: gmmarkoff@sherin.com

**6. Total number of applications and registrations involved:** 4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 115.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment information:**

Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_  
 Signature  
Seth A. Malanuk  
 Name of Person Signing

Date: 10/12/11

Total number of pages including cover sheet, attachments, and document: 4  
 10/17/2011 ABULLINS BARBORES 76588686

Documents to be recorded (including cover sheet) should be faxed to (678) 275-7000 or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1150, Alexandria, VA 22313-1450

48.00 OP  
 75.00 OP

Schedule A  
to Grant of Security Interest in Trademarks

Serial #	Registration #	Mark
76500686	3101133	KONARKA
76500687	3101134	SUN DESIGN
76500688	3101135	KONARKA
78633862	3140683	POWER PLASTIC
78239938*	None	POWERCLOTH
78239922*	None	POWERFIBER
85188746*	None	POWERWINDOW
78239939*	None	THINERGY

\* Abandoned applications

SVI-98076v1

### AMENDMENT TO SECURITY AGREEMENT

This AMENDMENT TO SECURITY AGREEMENT (this "Amendment") is executed as of the 5<sup>th</sup> day of October, 2011, by and between Konarka Technologies, Inc., a Delaware corporation with its chief executive office presently at 100 John Street, Lowell, Massachusetts 01852 ("Borrower" or "Grantor"), and MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, a body politic and corporate created by Chapter 289 of The Acts of 1998 and established under Massachusetts General Laws Chapter 23G as amended, with its principal offices at 160 Federal Street, Boston, Massachusetts 02110 ("MassDevelopment").

### RECITALS

- A. Pursuant to that certain Security Agreement dated as of February 9, 2009 (as the same may be amended from time to time, the "Security Agreement"), Borrower granted MassDevelopment a security interest in certain Equipment (as defined in the Security Agreement) in connection with a certain \$5,000,000 loan from MassDevelopment to Borrower evidenced by that certain Promissory Note dated as of February 9, 2009 issued by Borrower in favor of MassDevelopment (as the same may be amended from time to time, the "Note").
- B. Borrower and MassDevelopment have agreed to amend the Security Agreement to expand the collateral securing the Note.
- C. Capitalized terms used but not defined herein shall the meaning set forth in the Security Agreement.

### AMENDMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and MassDevelopment hereby amend the Security Agreement as follows:

1. Section 2(a) of the Security Agreement is hereby deleted in its entirety and is replaced by the following:

"Borrower hereby grants to MassDevelopment a continuing and exclusive first priority security interest in the equipment (collectively, the "Equipment") listed on Schedule A attached hereto, and the proceeds thereof to the extent the same is not replaced with equipment of equal value, and a new second priority security interest in all other assets of the Borrower (together with the Equipment, the "Collateral") described on Schedule C attached hereto." The Borrower hereby authorizes MassDevelopment to file a UCC-3 Financing Statement to perfect the security interests granted by this Amendment.

2. Section 3 of the Security Agreement is hereby amended by inserting the words, "to the extent feasible," at the beginning of said section.

3. Schedule C, attached hereto and made part hereof is hereby added to the Security Agreement as Schedule C.

4. Notwithstanding anything herein to the contrary, the security interest granted under the Security Agreement and this Amendment and the exercise of any right or remedy by MassDevelopment thereunder are subject to the provisions of the Intercreditor Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between MassDevelopment and Total Gas & Power USA (SAS). If there is a conflict between the terms of the Intercreditor Agreement and the Security Agreement or Amendment, the terms of the Intercreditor Agreement will control. Except as amended hereby the Security Agreement remains unchanged and is hereby ratified and affirmed in all other respects.

5. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof.

6. This Amendment may be executed in several counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

(SIGNATURES ON FOLLOWING PAGE)

Executed under seal as of the date first set forth above.

**BORROWER:**

**KONARKA TECHNOLOGIES, INC.**

**MASSDEVELOPMENT:**

**MASSACHUSETTS DEVELOPMENT  
FINANCE AGENCY**

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

Name:

Title:

Hereunto Duly Authorized

By: Laura L. Carter

Name:

Title:

Hereunto Duly Authorized  
Laura L. Carter  
Executive Vice President  
Finance Programs

**TRADEMARK**

**REEL: 004678 FRAME: 0435**


Executed under seal as of the date first set forth above.

**BORROWER:**

**KONARKA TECHNOLOGIES, INC.**

**MASSDEVELOPMENT:**

**MASSACHUSETTS DEVELOPMENT  
FINANCE AGENCY**

By:   
Name: Howard Berke  
Title: Executive Chairman  
Hereunto Duly Authorized

By: \_\_\_\_\_  
Name:  
Title:  
Hereunto Duly Authorized

(Signature Page to Amendment to Security Agreement)

**SCHEDULE C**

- (A) (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on the attached Schedule 1 and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof and (d) all rights corresponding thereto throughout the world (collectively, "Patents"), (ii) registered trademarks, trademark registrations, trade names and trademark applications, registered service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on the attached Schedule 2 and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof and (d) all rights corresponding thereto throughout the world (collectively, "Trademarks"), (iii) license agreements of the Grantor with any other party, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on the attached Schedule 3 and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (collectively, the "Licenses") and (iv) the goodwill of the Grantor's business, including, without limitation, all goodwill connected with and symbolized by the Trademarks (the Collateral set forth in clauses (i) through (iv) above, collectively the "Intellectual Property");
- (B) all accounts, accounts receivable, contract rights, rights to payment, chattel paper, letters of credit, documents, securities, money and instruments and investment property, whether held directly or through a securities intermediary, other obligations of any kind owed to the Grantor, however evidenced, and all commercial tort claims;
- (C) all inventory, including, without limitation, all materials, raw materials, parts, components, work in progress, finished goods, merchandise, supplies, and all other goods which are held for sale, lease or other disposition or furnished under contracts of service or consumed in the Grantor's business, including, without limitation, those held for display or demonstration or out on lease or consignment;
- (D) all equipment other than the Equipment, including, without limitation, all machinery, furniture, furnishings, fixtures, trade fixtures, tools, parts and supplies, automobiles, trucks, tractors and other vehicles, appliances, computer and other electronic data processing equipment and other office equipment, computer

programs and related data processing software, and all additions, substitutions, replacements, parts, accessories, and accessions to and for the foregoing;

- (E) (i) all ownership, equity or other similar interests of the Grantor in the Persons listed on the attached Schedule 4 (collectively, the "Pledged Entities" and each, a "Pledged Entity"), including shares of capital stock, limited liability company membership interests and partnership interests (the "Pledged Interests"), (ii) all certificates, instruments, writings and securities evidencing the Pledged Interests, (iii) the operating agreements or other organizational documents of each Pledged Entity (the "Foundational Documents"), and all options or other rights to acquire any capital stock, membership or other interests under such Foundational Documents and (iv) all dividends, distributions, capital, profits and surplus and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Interests;
- (F) all deposits and deposit accounts with any bank, financial institution or similar organization (including, without limitation, the Controlled Account, but excluding any deposit account used for payroll, withholding taxes, employee benefits, or other trust account purposes) and all funds and amounts therein, and whether or not held in trust, or in custody or safekeeping, or otherwise restricted or designated for a particular purpose;
- (G) all general intangibles and other personal property of the Grantor, including, without limitation, (i) all tax and other refunds, rebates or credits of every kind and nature to which the Grantor is now or hereafter may become entitled, (ii) all goodwill, choses in action and causes of action, (iii) all interests in limited and general partnerships and limited liability companies and (iv) all indemnity agreements, guaranties, insurance policies, insurance claims, and other contractual, equitable and legal rights of whatever kind or nature;
- (H) all books, records and other written, electronic or other documentation in whatever form maintained by or for the Grantor in connection with the ownership of its assets or the conduct of its business or evidencing or containing information relating to the foregoing; and
- (I) all products and proceeds, including insurance proceeds, of any and all of the foregoing.

The security interest granted hereunder shall not attach to any interest, contract, property right or agreement to which the Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or a default under, any such interest, contract, property right or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) or any other applicable law (including the United States Bankruptcy Code, 11 U.S.C. §§101-1330) or principles of equity).



Schedule A  
to Grant of Security Interest in Trademarks

Serial #	Registration #	Mark
76500686	3101133	KONARKA
76500687	3101134	SUN DESIGN
76500688	3101135	KONARKA
78633862	3140683	POWER PLASTIC
78239938*	None	POWERCLOTH
78239922*	None	POWERFIBER
85188746*	None	POWERWINDOW
78239939*	None	THINERGY

\* Abandoned applications

SVI-98076v1

Schedule A  
to Grant of Security Interest in Patents

Application #	Patent #	Publication #
10351265*	NONE	US20030192585
10350912	6900382	US20040025933
10351298	6924427	US20050067006
10351264	7186911	US20040031520
10350800	7205473	US20030188776
10953051	7572974	US20050039790
10351251*	NONE	US20030192584
10498484*	NONE	US20050126623
10504091*	NONE	US20050122469
10522862*	NONE	US20050284513
10525058*	NONE	US20060102891
10558878*	NONE	US20070272296
10559009	NONE	US20060278890
10723554*	NONE	US20040187911
10986686*	NONE	US20050194038
11109365*	NONE	US20050247340
11144272	NONE	US20060076048
11145128*	NONE	US20050268962
11145333	NONE	US20050257827
11154082*	NONE	US20050284514
11167763	NONE	US20070012349
11179976	NONE	US20070204904
11184493*	NONE	US20060024468
11221439*	NONE	US20060005876
11248829*	NONE	US20070079867
11261197	NONE	US20060090791
11269956	NONE	US20070251570
11302634*	NONE	US20060147616
11364307*	NONE	US20060207652
11377953*	NONE	US20060225778
11377967	NONE	US20070224464
11385304*	NONE	US20060225782
11451873	NONE	US20070017566
11483501*	NONE	US20070017568
11485708	NONE	US20070017571
11486536*	NONE	US20070020526
11487107*	NONE	US20070084506
11487275*	NONE	US20070108539
11487276*	NONE	US20070044834
11601374	NONE	US20070131270
11603448	NONE	US20070102040
11606643*	NONE	US20070107776
11643271	NONE	US20070181179
11649679*	NONE	US20070131277
11684346*	NONE	US20070193621
11734093	NONE	US20070246094
11734118	NONE	US20080006324
11734126*	NONE	US20070267055
11765293*	NONE	US20070289626

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Application #	Patent #	Publication #
11780951	NONE	US20070295400
12061267	NONE	US20080236657
12109828	NONE	US20080264488
12227099	NONE	US20090220681
12227964	NONE	US20090320912
12236150	NONE	US20090107552
12253085*	NONE	US20090095706
12257069	NONE	US20090108255
12260416	NONE	US20100024860
12353461	NONE	US20090140219
12353609	NONE	US20090143599
12359779	NONE	US20090194167
12389041	NONE	US20090211633
12434969	NONE	US20090308380
12489933	NONE	US20090256106
12490915	NONE	US20090272934
12495931	NONE	US20100032018
12717567	NONE	US20100224252
12724704	NONE	US20100180944
12985145	NONE	US20110095236
13082879	NONE	US20110189812
10057394	6706963	US20030140959
10350913	6858158	US20040025934
10351607	6913713	US20050040374
10351250	6949400	US20030192583
10395823	7022910	US20030230337
10918493	7094441	US20050011550
11000276	7220914	US20050211292
10308722	7259324	US20030102024
11185193	7304361	US20060022192
10524964	7306968	US20060105491
11141979	7329709	US20050279399
10350812	7351907	US20030189402
10561582	7407831	US20070092988
11184463	7413997	US20060024936
10350919	7414188	US20030188777
11363643	7466376	US20060216610
11127439	7476278	US20050272263
11508035	7522329	US20070115399
11952577	7544747	US20080105852
11311805	7572396	US20060130895
11033217	7586035	US20050189014
10536568	7612367	US20060141662
11086826	7622667	US20050211294
11515418	7745724	US20070089779
11473467	7749794	US20070037302
11135142	7772484	US20050274408
11375643	7772485	US20070014939
11135141	7777128	US20050263180
11184462	7781254	US20060025311
11169558	7781670	US20060000506
11134921	7781672	US20050263179

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Application #	Patent #	Publication #
11450521	7781673	US20070158620
11374329	7825326	US20070062577
11134872	7829781	US20050263178
11940534	7868405	US20080060697
10515159	7871543	US20060011894
12261742	7875205	US20090050207
12050723	7894694	US20080217587
11780912	7928319	US20080011352
12503721	7932124	US20100015752
11649723	7932464	US20100255624
11777386	7981323	US20090014693
11777362	7982055	US20090018348
11503605	7982129	US20070113885
11851559	8008421	US20080087324
11851591	8008424	US20080121281
10/505,106*	None	US20050156910
PCT/US08/84550*	None	WO2009/070534
PCT/US2010/035761	None	WO2010/138414
PCT/US2008/69591*	None	WO2009/009634
10/351,260*	None	None
10/351,249*	None	None
10/918,806*	None	US20050019414
10/897,268*	None	US20050045851
13/214,585	None	None
10/494,560	None	US20050067007
60/664,162*	None	None
60/854,375*	None	None
60/985,318*	None	None
60/762,440*	None	None
60/780,559*	None	None
60/921,407*	None	None
13/190,650	None	None
13/191,264	None	None
61/041,367*	None	None
PCT/US11/31362	None	None
60/974,118*	None	None
13/106,068	None	US20110220188
PCT/US2010/020759	None	WO2010/083161
13/257,172	None	None
PCT/US11/27722	None	WO2011/112701
61/334,232*	None	None
61/363,549*	None	None
PCT/US11/20227	None	WO2011/085004
PCT/US11/40884	None	None
PCT/US11/49942	None	None
PCT/US2010/58898*	None	None
61/439,122	None	None
61/479,934	None	None
61/483,825	None	None
61/510,113	None	None
61/522,558	None	None
10/486,116	7196834	US20040233502

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Application #	Patent #	Publication #
10/509,935*	None	US20060011233
10/258,713*	None	US20060107996
12/955,328*	None	None
10/258,708	6933436	US20040094196
10/258,709	6812399	US20030159729

\* Abandoned applications

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