

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank		10/11/2011	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Southwall Technologies, Inc.
<b>Street Address:</b>	3788 Fabian Way
<b>City:</b>	Palo Alto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94303
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	73492646	
Serial Number:	73492648	SOUTHWALL TECHNOLOGIES
Serial Number:	73492649	SOUTHWALL TECHNOLOGIES
Serial Number:	73693841	ETCH-A-FLEX
Serial Number:	73770121	SUPERGLASS
Serial Number:	73797618	XUV
Serial Number:	74002187	XIR
Serial Number:	74119618	SOUTHWALL
Serial Number:	74314239	CALIFORNIA SERIES
Serial Number:	74314348	SUPERGLASS SYSTEM
Serial Number:	74316270	CALIFORNIA SERIES
Serial Number:	74323797	HEAT MIRROR
Serial Number:	74447838	CASES
Serial Number:	74502667	SOLIS

OP \$365.00 73492646

**CORRESPONDENCE DATA**

Fax Number: (408)297-9748  
Phone: 4083821433  
Email: sally@patentvalley.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Schneck & Schneck  
Address Line 1: P.O. Box 2-E  
Address Line 4: San Jose, CALIFORNIA 95109

ATTORNEY DOCKET NUMBER:	SWL-WFBTERMINATION-AGRMT
NAME OF SUBMITTER:	Thomas Schneck
Signature:	/thomas schneck/
Date:	12/14/2011

**Total Attachments: 11**

- source=SWLtermination\_WFBtrademarks#page1.tif
- source=SWLtermination\_WFBtrademarks#page2.tif
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TERMINATION AND RELEASE OF SECURITY AGREEMENT -TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY AGREEMENT (hereinafter "Agreement") in entered into this 11th day of October, 2011 by and between Wells Fargo & Company, a Delaware Corporation having an address of 420 Montgomery St., San Francisco, CA 94163 (hereinafter, "Assignee") and Southwall Technologies, Inc., a Delaware corporation having an address of 3788 Fabian Way, Palo Alto, CA 94303 (hereinafter "Assignor"), collectively the "Parties".

WHEREAS, Assignee is the successor in interest to the assets of Pacific Business Funding (hereinafter "PBF"), which was a division of Cupertino National Bank, and had an address of 20195 Stevens Creek Blvd., Suite 220, Cupertino, CA 95014.

WHEREAS, PBF and Assignor signed an agreement titled Intellectual Property Security Agreement which agreement was executed on June 30, 1999 and was filed with the US Patent and Trademark Office, Assignment Services Division at Reel: 002215 / Frame: 0339 et seq. A copy of the Intellectual Property Security Agreement is attached hereto as Exhibit A. Assignee is the successor of PBF to the Intellectual Property Security Agreement.

WHEREAS the Parties agree that Assignor has satisfied its obligations to Assignee under the terms of the Intellectual Property Security Agreement.

WHEREAS Assignee has agreed to terminate and release its security interest and all of its right, title and interest in each of the listed trademarks in Exhibit B in favor of Assignor.

NOW THEREFORE, the Assignee and Assignor agree as follows:

1. Release and Assignment. Assignee hereby releases and terminates it security interest in and lien on all of Assignor's named trademarks set forth in Exhibit B which security interest and lien was created by the Agreement titled Intellectual Property Security Agreement, dated June 30, 1999, and hereby assigns and transfers to the Assignor, without recourse, all of the Assignees rights, title and interest in and to each of the trademarks listed on Exhibit B effective as of the date set forth above.
2. Acknowledgement and Acceptance. Assignor hereby acknowledges and accepts the foregoing release and assignment by Assignee.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this termination and release to take effect as of the date first set forth above.

Dated: 11 OCT 2011

Wells Fargo & Co.

By: [Signature]

Name: VERONICA CULL

Title: AIR/RELATIONSHIP MANAGER

ACKNOWLEDGMENT

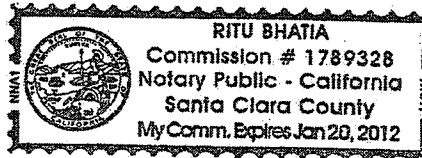
STATE OF CALIFORNIA        )  
  )ss.  
COUNTY OF SANTA CLARA    )

On 10-11-2011 before me, RITU BHATIA, NOTARY PUBLIC, personally appeared VERONICA CULL, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

Notary Public in and for said County and State



My Commission Expires Jan 20 2012  
Dated: 10-11-2011

# EXHIBIT A

FORM PTO-1594 (Rev 5-93) **MBJ**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honor.

...al documents or copy thereof.

1. Name of conveying party(ies):  
SOUTHWALL TECHNOLOGIES INC.

101586092

iving party(ies):

Name: PACIFIC BUSINESS FUNDING  
Address: 20195 STEVENS CREEK BLVD., SUITE 220  
City: CUPERTINO State: CA Zip: 95014

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State: DELAWARE

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State:  
Other:

Additional name(s) of conveying party(ies) attached?  Yes  No

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)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: June 30, 1999

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached?  Yes  No

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

Name: Evelyn G. Santiago  
Internal Address: GRAY CARY WARE & FREDENRICH  
400 Hamilton Avenue  
Palo Alto, California 94301

6 Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) ..... \$365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Evelyn G. Santiago  
Name of Person Signing

*Evelyn G. Santiago*  
Signature

January 17, 2001  
Date

Total number of pages comprising cover sheet: [7]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

01/18/2001 DNGUYEN 00000205 2001973

01 FC=481  
02 FC=482

40.00 DP  
325.00 DP

PAN10113288.1  
2100204-900800

TRADEMARK  
REEL: 002215 FRAME: 0339

TRADEMARK  
REEL: 004679 FRAME: 0415

1-18-01

Trademarks

<u>Description</u>	<u>Registration/ Serial No.</u>	<u>Registration/ Application Date</u>
Solis	2,001,973	09/17/96
Heat mirror (and design)	1,826,355	03/15/94
California series (and design)	1,854,671	09/20/94
Superglass system (and design)	1,771,477	05/18/93
California series	1,886,789	03/28/95
Heatseal (and design)	1,897,701	10/12/93
Southwall	1,713,655	09/08/92
XIR	1,642,446	04/23/91
XUV	1,582,540	02/13/90
Superglass	1,574,066	12/26/89
Etch-a-flex	1,494,962	07/05/88
Southwall Technologies	1,385,005	03/04/86
Southwall Technologies	1,400,946	07/15/86
(Design only)	1,392,171	05/06/86

TRADEMARK  
REEL: 002215 FRAME: 0340

TRADEMARK  
REEL: 004679 FRAME: 0416

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 30, 1999 by and between PACIFIC BUSINESS FUNDING ("PBF") and SOUTHWALL TECHNOLOGIES INC. ("Grantor").

RECITALS

A. PBF has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Receivables Financing Agreement by and between PBF and Grantor dated June 30, 1999 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). PBF is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to PBF a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to PBF a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to PBF a security interest in all of Grantor's right, title and interest in, to and under all of its personal property, now existing or hereafter arising (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to PBF under the Loan Agreement. The rights and remedies of PBF with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to PBF as a matter of law or equity. Each right, power and remedy of PBF provided for herein or in the Loan Agreement of 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 PBF of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 PBF, of any or all other rights, powers or remedies.

TRADEMARK  
REEL: 002215 FRAME: 0341

TRADEMARK  
REEL: 004679 FRAME: 0417

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

GRANTOR:

Address of Grantor:

By: Billy R. Fuly  
Title: Vice President and CFO

Address of Bank:

PBFC:  
Pacific Business Funding  
By: [Signature]  
Title: EVP

EXHIBIT A

TRADEMARK  
REEL: 002215 FRAME: 0342

TRADEMARK  
REEL: 004679 FRAME: 0418



EXHIBIT A

Copyrights

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Thin film products for the energy and electronics markets	TX4618394	06/19/97

TRADEMARK  
RFFI : 002215 FRAME: 0343

TRADEMARK  
REEL: 004679 FRAME: 0419

EXHIBIT B

Patents

Description	Registration/ Serial No.	Registration/ Application Date
Double-Sided reflector films	5,840,161	11/24/98
Thermally insulating multipane glazing structure	5,784,853	07/28/98
Method of making antireflective coatings	5,783,049	07/21/98
Multiple layer thin films with improved corrosion resistance	5,763,063	06/09/98
Antireflective coatings comprising a lubricating layer having a specific surface energy	5,744,227	04/28/98
Metal on plastic films with adhesion-promoting layer	5,589,280	12/31/96
Thermally insulating multipane glazing structure	5,444,465	08/13/96
Multiple layer thin films with improved corrosion resistance	5,510,173	04/23/96
Antireflection coatings	5,494,743	02/27/96
Method of patterning magnetic members	5,399,372	03/21/95
Window Construction with UV protecting treatment	5,308,662	05/03/94
Low transmission heat-reflective glazing materials	5,306,547	04/26/94
Lighting fixture reflector containing ultraviolet absorber	5,251,064	10/05/93
High performance, thermally insulating multipane glazing structure	5,156,894	10/20/92
Color-corrected heat-reflecting composite films and glazing products containing the same	5,071,206	12/10/91
Perforated glue through films	4,954,383	09/04/90
EMI/RFI shield for visual display terminals	4,910,090	03/20/90
Bronze-grey glazing film and window made therefrom	4,861,680	08/29/89
Curved triple-pane glazing	4,853,264	08/01/89
Apparatus for obtaining transverse uniformity during thin film deposition on extended substrate	4,849,087	07/18/89
High resistivity chromium silicide films	4,846,949	07/11/89
Heat reflecting composite films and glazing products containing the same	4,799,745	01/24/89
Transparent touch panel switch	4,786,767	11/22/88
Multiple pane glass unit with electrically conductive transparent film for use as radiation shield	4,721,636	01/26/88
Multiple pane glass unit with electrically conductive transparent file for use as radiation shield	4,613,530	09/23/86

TRADEMARK

REEL: 002215 FRAME: 0344

TRADEMARK

REEL: 004679 FRAME: 0420

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial No.</u>	<u>Registration/ Application Date</u>
Solis	2,001,973	09/17/96
Heat mirror (and design)	1,826,355	03/15/94
California series (and design)	1,854,671	09/20/94
Superglass system (and design)	1,771,477	05/18/93
California series	1,886,789	03/28/95
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Southwall	1,713,655	09/08/92
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Superglass	1,574,066	12/26/89
Etch-a-flex	1,494,962	07/05/88
Southwall Technologies	1,385,005	03/04/86
Southwall Technologies	1,400,946	07/15/86
(Design only)	1,392,171	05/06/86

TRADEMARK  
REEL: 002215 FRAME: 0345

TRADEMARK  
REEL: 004679 FRAME: 0421



United States Patent and Trademark Office

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## Trademark Assignment Details

Reel/Frame: 2215/0339

[View Recorded Assignment](#)

Pages: 8

Received: 01/18/2001

Recorded: 01/18/2001

Conveyance: SECURITY AGREEMENT

**Total properties: 14**

1	Serial #: <u>73492646</u> Mark:	Filing Dt: 07/30/1984	Reg #: <u>1392171</u>	Reg. Dt: 05/06/1986
2	Serial #: <u>73492648</u> Mark: SOUTHWALL TECHNOLOGIES	Filing Dt: 07/30/1984	Reg #: <u>1400946</u>	Reg. Dt: 07/15/1986
3	Serial #: <u>73492649</u> Mark: SOUTHWALL TECHNOLOGIES	Filing Dt: 07/30/1984	Reg #: <u>1385005</u>	Reg. Dt: 03/04/1986
4	Serial #: <u>73693841</u> Mark: ETCH-A-FLEX	Filing Dt: 11/05/1987	Reg #: <u>1494962</u>	Reg. Dt: 07/05/1988
5	Serial #: <u>73770121</u> Mark: SUPERGLASS	Filing Dt: 12/19/1988	Reg #: <u>1574066</u>	Reg. Dt: 12/26/1989
6	Serial #: <u>73797618</u> Mark: XUV	Filing Dt: 05/04/1989	Reg #: <u>1582540</u>	Reg. Dt: 02/13/1990
7	Serial #: <u>74002187</u> Mark: XIR	Filing Dt: 11/16/1989	Reg #: <u>1642446</u>	Reg. Dt: 04/23/1991
8	Serial #: <u>74119618</u> Mark: SOUTHWALL	Filing Dt: 11/30/1990	Reg #: <u>1713655</u>	Reg. Dt: 09/08/1992
9	Serial #: <u>74314239</u> Mark: CALIFORNIA SERIES	Filing Dt: 09/16/1992	Reg #: <u>1886789</u>	Reg. Dt: 03/28/1995
10	Serial #: <u>74314348</u> Mark: SUPERGLASS SYSTEM	Filing Dt: 09/16/1992	Reg #: <u>1771477</u>	Reg. Dt: 05/18/1993
11	Serial #: <u>74316270</u> Mark: CALIFORNIA SERIES	Filing Dt: 09/22/1992	Reg #: <u>1854671</u>	Reg. Dt: 09/20/1994
12	Serial #: <u>74323797</u> Mark: HEAT MIRROR	Filing Dt: 10/16/1992	Reg #: <u>1826355</u>	Reg. Dt: 03/15/1994
13	Serial #: <u>74447838</u> Mark: CASES	Filing Dt: 10/18/1993	Reg #: <u>1897701</u>	Reg. Dt: 06/06/1995
14	Serial #: <u>74502667</u> Mark: SOLIS	Filing Dt: 03/17/1994	Reg #: <u>2001973</u>	Reg. Dt: 09/17/1996

**Assignor**

1 SOUTHWALL TECHNOLOGIES INC.

Exec Dt: 06/30/1999

Entity Type: CORPORATION

Citizenship: DELAWARE

**Assignee**

1 PACIFIC BUSINESS FUNDING  
20195 STEVENS CREEK BLVD., SUITE 220  
CUPERTINO, CALIFORNIA 95014

Entity Type: UNKNOWN

Citizenship: NONE

**Correspondence name and address**

GRAY CARY WARE & FREIDENRICH  
EVELYN G. SANTIAGO  
400 HAMILTON AVENUE  
PALO ALTO, CALIFORNIA 94301

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.2  
Web interface last modified: July 25, 2011 v.2.2

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