

12/07/2011

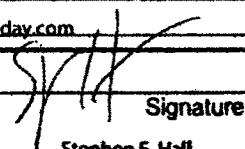
RECORDATION FORM COVER SHEET TRADEMARKS ONLY



103637619

To the Director of the U. S. Patent and Trademark Office: Please record the attached doc

10-26-11

1. Name of conveying party(ies): Konarka Technologies, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Total Gas & Power USA (SAS)</u> Internal Address: _____ Street Address: <u>2 Place Jean Millier</u> City: <u>Paris La Defense</u> State: _____ Country: <u>France</u> Zip: <u>92078</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>France</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>10/5/2011</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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: <u>Stephen E. Hall</u> Internal Address: <u>Jones Day</u> Street Address: <u>1755 Embarcadero Road</u> City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94303</u> Phone Number: <u>650-739-3956</u> Fax Number: <u>650-739-3900</u> Email Address: <u>sehall@jonesday.com</u>		6. Total number of applications and registrations involved: 8 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>40</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed	
9. Signature:  _____ Stephen E. Hall Name of Person Signing		8. Payment Information: <u>Jones Day</u> Deposit Account Number <u>503062</u> Authorized User Name <u>Francisco Cueto</u> 10/28/2011 AMU LINS 0239938 503062 70239938 01 FC:8521 Date 10/28/2011 02 FD:2522 40.00 DA Total number of pages including cover sheet, attachments, and document: 8	

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

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

GRANT OF SECURITY INTEREST IN TRADEMARKS

This Grant of Security Interest in Trademarks dated as of October 5, 2011 (this "Agreement"), is between Konarka Technologies, Inc., a Delaware corporation (together with its successors and assigns, the "Grantor"), and Total Gas & Power USA (SAS), a société par actions organized under the laws of France (together with its successors and assigns in such capacity, the "Lender").

This Agreement is made pursuant to the Loan Agreement dated as of October 5, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), between the Grantor and the Lender. In connection with the Loan Agreement, the Grantor is a party to the Security Agreement dated as of October 5, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantor in favor of the Lender, pursuant to which the Grantor has granted to the Lender a continuing security interest in and lien on certain of its assets, whether now owned or existing or hereafter acquired or arising.

In consideration of the foregoing and the mutual agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor and the Lender agree as follows:

Section 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined have the meanings assigned to such terms in the Security Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor grants to the Lender a security interest in and a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

(i) all Trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on the attached Schedule A);

(ii) all applications for the registration of Trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on the attached Schedule A);

(iii) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and

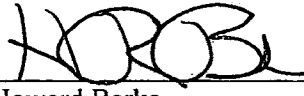
(xii) all proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Lender primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement govern.

The parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

KONARKA TECHNOLOGIES, INC.

By: 
Name: Howard Berke
Title: Executive Chairman

Accepted and acknowledged by:

TOTAL GAS & POWER USA (SAS)

By: _____
Title:

Grant of Security Interest in Trademarks

The parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

KONARKA TECHNOLOGIES, INC.

By: _____
Name:
Title:

Accepted and acknowledged by:

TOTAL GAS & POWER USA (SAS)

By: *[Signature]*
Title: *President and CEO.*

Grant of Security Interest in Trademarks

STATE OF New Hampshire

) SS:

COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, on this day personally appeared Howard Berne, known to me to be the person and the officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Konarka Technologies, Inc., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of Sept., 2011.

Notary

Christina Dionis



(SEAL)

Grant of Security Interest in Trademarks (Notary)