

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNLIGHT PHOTONICS INC.		02/15/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VENEARTH FUND, LLC		
Street Address:	3641A 17th Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94114		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77982816	SUNLIGHT	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
Phone:	415-268-6327		
Email:	trademark-dc@mofo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Lynn M. Humphreys		
Address Line 1:	Morrison & Foerster LLP		
Address Line 2:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	66451-7		
NAME OF SUBMITTER:	Lynn M. Humphreys		
Signature:	/Lynn M. Humphreys/		

CH \$40.00 77982816

Date:

02/23/2012

Total Attachments: 9

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**AMENDMENT NO. 2 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Amendment No. 2 to Patent and Trademark Security Agreement (this "Amendment") is entered into as of February 15, 2012 by and between **SUNLIGHT PHOTONICS INC.**, a Delaware corporation (the "Grantor"), and **VENEARTH FUND, LLC**, a Delaware limited liability company (the "Secured Party").

RECITALS

WHEREAS, the Grantor and the Secured Party are party to the Existing Convertible Note Documents;

WHEREAS, the Grantor and the Secured Party entered into that certain Patent and Trademark Security Agreement dated October 22, 2010, as amended by that certain Amendment No. 1 to Patent and Security Agreement dated December 1, 2011 (collectively, the "Prior Agreement"), pursuant to which the Grantor secured its indebtedness and obligations to the Secured Party arising out of the Existing Convertible Note Documents;

WHEREAS, the Grantor desires to borrow from the Secured Party, and the Secured Party desires to loan to the Grantor, an additional \$1,125,000 (the "Additional Loan");

WHEREAS, in connection with the Additional Loan, the Grantor has requested that the Secured Party extend the maturity date applicable to the indebtedness of the Grantor arising under the Existing Convertible Note Documents to December 31, 2012 (the "Extension"), as more specifically described in certain amendments to the Existing Convertible Note Documents being entered into by the Grantor and the Secured Party on or about the date hereof;

WHEREAS, the Grantor and the Secured Party have entered into the New Convertible Note Documents on or about the date hereof and the Grantor has proposed to secure the indebtedness and obligations of the Grantor to the Secured Party arising thereunder by granting to the Secured Party the Liens contemplated by the Prior Agreement as amended herein;

WHEREAS, in consideration of the Secured Party's agreement to provide the Extension and to enter into the New Convertible Note Documents, the Grantor and the Secured Party have agreed to amend the Prior Agreement as contemplated herein which amendment shall not constitute a novation of the Prior Agreement; and

WHEREAS, it is a condition precedent to the effectiveness of both the Extension and the New Convertible Note Documents that the Grantor and the Secured Party enter into this Agreement and that the Grantor grant to the Secured Party the Liens contemplated by the Prior Agreement as amended herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree to amend the Prior Agreement as follows:

AMENDMENT

1. Definitions. Except as otherwise provided herein, capitalized but undefined terms used in this Amendment shall have the meanings given such terms in the Security Agreement and the Prior Agreement.

2. Amendment to Section 1, Definition of "Security Agreement". The definition of "Security Agreement" contained in Section 1 of the Prior Agreement is hereby amended and restated in its entirety to read as follows:

“Security Agreement” means that certain Amended and Restated Security Agreement, dated as of February 15, 2012, between the Grantor and the Secured Party.’

3. Amendment to Schedule A. Schedule A of the Prior Agreement is hereby amended and restated in its entirety to read as set forth on Schedule A attached to this Amendment.

4. Amendment to Schedule B. Schedule B of the Prior Agreement is hereby amended and restated in its entirety to read as set forth on Schedule B attached to this Amendment.

5. Representations and Warranties. The Grantor represents and warrants to the Secured Party as of the date of this Amendment that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by the Grantor, in whole or in part, is set forth in Schedule A attached to this Amendment.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by the Grantor, in whole or in part, is set forth in Schedule B attached to this Amendment.

6. Terms of Agreement. Upon execution of this Amendment by the Grantor and the Secured Party, this Amendment shall be effective to amend the Prior Agreement as set forth herein. Except as expressly modified hereby, all terms, conditions and provisions of the Prior Agreement shall continue in full force and effect.

7. Miscellaneous.

(a) Conflicting Terms. In the event of any inconsistency or conflict between the Prior Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall govern and control.

(b) Entire Agreement. This Amendment and the Prior Agreement constitute the entire and exclusive agreement between the parties with respect to this subject matter.

(c) Governing Law. This Amendment shall be governed by and construed under the laws of the State of New York as applied to agreements among New York residents,

made and to be performed entirely within the State of New York, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

(d) Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment.

8. Amendment; No Novation. The Liens and security interests granted to the Secured Party remain in full force and effect hereunder uninterrupted and hereby are ratified, confirmed and reaffirmed. The execution and delivery of this Amendment, and the performance of the Grantor's obligations hereunder, shall not constitute a termination or novation of the Prior Agreement, it being understood that the Prior Agreement continues unabated as amended hereunder. All such Liens and security interests remain and continue to be granted, created, attached, perfected and enforceable (except as enforcement may be limited by bankruptcy, insolvency or similar laws relating to the enforcement of creditors' rights generally and by general equitable principles) effective as of the first date of the original grant in respect thereof to the Secured Party, and shall constitute first priority Liens in favor of the Secured Party, securing the Obligations.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.

GRANTOR:

SUNLIGHT PHOTONICS INC.

By: _____

Name: Michael Cyrus

Title: President

Sunlight Photonics Inc.
600 Corporate Court, Suite C
South Plainfield, NJ 07080
Attention: Michael Cyrus

SIGNATURE PAGE TO
AMENDMENT NO. 2 TO PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004723 FRAME: 0525

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.

SECURED PARTY:

VENEARTH FUND, LLC

By: 

Name: John Moussouris

Title: Managing Member

VenEarth Fund, LLC

3641A 17th Street

San Francisco, CA 94114

Attention: John Moussouris

SCHEDULE A
to the Patent and Trademark Security Agreement

Issued Patents of the Company						
UNITED STATES PATENT APPLICATIONS					FOREIGN APPLICATIONS NATIONAL PHASE	
GRANT DATE	PATENT NO.	PATENT TITLE	OWNER	RECORDED	FILED	APPLICATION NO
11/30/2010	7,842,534	Method for forming a compound semi-conductor thin-film	Sunlight Photonics Inc.	4/2/2008	10/1/2010	EP09755426.5
3/22/2011	7,910,396	Three-stage formation of thin-films for photovoltaic devices	Sunlight Photonics Inc.	10/21/2009		
4/12/2011	7,923,282	Formation of stretchable photovoltaic devices and carriers	Sunlight Photonics Inc.	3/13/2009		
9/6/2011	8,012,788	Multi-stage formation of thin-films for photovoltaic devices	Sunlight Photonics Inc.	10/21/2009		
1/17/2012	8,097,980	Distributed solar power plant and a method of its connection to the existing power grid	Sunlight Photonics Inc.	9/24/2007	6/28/2010	EP08834431.2
2/7/2012	8,110,428	Thin-film photovoltaic devices	Sunlight Photonics Inc.	11/25/2008		

Pending Patent Applications of the Company

UNITED STATES PATENT APPLICATIONS				FOREIGN APPLICATIONS NATIONAL PHASE	
SERIAL NO.	PATENT	OWNER	RECORDED	FILED	APPLICATION NO
11/670,908	Retro-directive target for free-space optical communication and method of producing same	Sunlight Photonics Inc.	2/2/2007		
11/714,681	Spectrally adaptive multijunction photovoltaic thin film device and methods of producing the same	Sunlight Photonics Inc.	3/6/2007	9/22/2009	EP08726292.9
12/034,883	Multi-layered electro-optic devices	Sunlight Photonics Inc.	2/21/2008		
12/034,944	Method and apparatus for manufacturing multi-layered electro-optic devices	Sunlight Photonics Inc.	2/21/2008		
12/038,871	Composite substrates for thin film electro-optical devices	Sunlight Photonics Inc.	2/28/2008	9/27/2010	EP09714998.3
12/038,893	Method and apparatus for fabricating composite substrates for thin film electro-optical devices	Sunlight Photonics Inc.	2/28/2008	9/27/2010	EP09715056.9
12/102,664	Multi-Junction Solar Array	Sunlight Photonics Inc.	4/14/2008	10/19/2010	EP09733533.5
12/185,369	A Reacted particle deposition (RPD) method for forming a compound semiconductor thin-film	Sunlight Photonics Inc.	8/4/2008	3/3/2011	EP09805391.1
12/247,085	Apparatus and method for producing AC power	Sunlight Photonics Inc.	10/7/2008		
12/248,864	Method and apparatus for manufacturing thin-film photovoltaic devices	Sunlight Photonics Inc.	10/9/2008		
12/253,608	A pressure controlled droplet spraying (PCDS) method for forming particles of compound materials from melts	Sunlight Photonics Inc.	10/17/2008	5/17/2011	EP09821145.1
12/349,396	Multi-junction photovoltaic module	Sunlight Photonics Inc.	1/6/2009	8/5/2011	EP9838022.3
12/381,588	Stretchable photovoltaic devices and carriers	Sunlight Photonics Inc.	3/13/2009		
12/492,244	Patterned photovoltaic devices	Sunlight Photonics Inc.	6/26/2009	1/25/2012	EP10729751.7
12/572,976	Degradation-resistant photovoltaic devices	Sunlight Photonics Inc.	10/2/2009		
12/770,892	Hybrid solar desalination system	Sunlight Photonics Inc.	4/30/2010		
12/777,392	Method and apparatus for manufacturing multi-layered electro-optic devices	Sunlight Photonics Inc.	5/11/2010		
12/884,524	Copper indium gallium selenide (CIGS) thin films with composition controlled by co-sputtering	Sunlight Photonics Inc./NRL	9/17/2010		
12/884,586	Synthesis of high-purity bulk copper indium gallium selenide materials	Sunlight Photonics Inc./NRL	9/17/2010		
12/896,120	Method for forming a compound semiconductor thin-film	Sunlight Photonics Inc.	10/1/2010		
12/902,264	Multi-layered electro-optic devices	Sunlight Photonics Inc.	10/12/2010		
13/018,272	Methods for optical restricting	Sunlight Photonics	1/31/2011		

		Inc.			
13/018,269	Apparatus for optical restricting	Sunlight Photonics Inc.	1/31/2011		
13/074,390	Spectrally adaptive multijunction photovoltaic thin film device and methods of producing the same	Sunlight Photonics Inc.	3/30/2011		
13/248,575	Methods and apparatus for high-frequency electrical power collection and transfer	Sunlight Photonics Inc.	9/29/2011		
13/351,075	Distributed solar power plant and a method of its connection to the existing power grid	Sunlight Photonics Inc.	1/16/2012		
13/370,656	A pressure controlled droplet spraying (PCDS) method for forming particles of compound materials from melts	Sunlight Photonics Inc.	2/10/2012		

SCHEDULE B
to the Patent and Trademark Security Agreement

U.S. Registered Trademarks of the Grantor

None.

<u>Pending Trademark Applications of the Company</u>					
UNITED STATES PATENT TRADEMARK APPLICATIONS				INTERNATIONAL REGISTRATION	
SERIAL NO.	TRADEMARK	OWNER	RECORDED	DATE	IR NUMBER
77/404,791	SUNLIGHT PHOTONICS (Standard Characters)	Sunlight Photonics Inc.	2/25/2008	11/6/2009	985725
77/404,805	Sunlight Photonics (Stylized and/or with design)	Sunlight Photonics Inc.	2/25/2008		
77/404,818	SUNLIGHT (Standard Characters)	Sunlight Photonics Inc.	2/25/2008	1/16/2009	985726
77/404,826	Sunlight (Stylized and/or with design):	Sunlight Photonics Inc.	2/25/2008		
77/982,816	Sunlight (Stylized and/or with design)	Sunlight Photonics Inc.	Statement of Use Approved 1/21/2012		

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