

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amonix, Inc.		02/23/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4034090	AMONIX
Registration Number:	4034089	AMONIX
Registration Number:	4034088	AMONIX
Registration Number:	3984700	POWERING THE FUTURE NOW
Registration Number:	3633778	AMONIX
Registration Number:	3549262	AMONIX
Registration Number:	2759229	POWERING OUR FUTURE
Registration Number:	2753449	MEGAMODULE

CORRESPONDENCE DATA

Fax Number: (415)268-7522
 Phone: 415-268-6810
 Email: kfraser@mofo.com

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

Correspondent Name: Rosemary S. Tarlton

CH \$215.00 4034090

Address Line 1: Morrison & Foerster LLP
Address Line 2: 425 Market Street
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER: 27292-19

NAME OF SUBMITTER: Rosemary S. Tarlton

Signature: /Rosemary S. Tarlton/

Date: 02/24/2012

Total Attachments: 9
source=Amonix, Inc. - Security Agreement#page1.tif
source=Amonix, Inc. - Security Agreement#page2.tif
source=Amonix, Inc. - Security Agreement#page3.tif
source=Amonix, Inc. - Security Agreement#page4.tif
source=Amonix, Inc. - Security Agreement#page5.tif
source=Amonix, Inc. - Security Agreement#page6.tif
source=Amonix, Inc. - Security Agreement#page7.tif
source=Amonix, Inc. - Security Agreement#page8.tif
source=Amonix, Inc. - Security Agreement#page9.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

(AMONIX, INC.)

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 23, 2012, is made between AMONIX, INC., a Delaware corporation (the "Grantor"), and SILICON VALLEY BANK, a California corporation (the "Bank").

The Grantor and the Bank are parties to that certain Loan and Security Agreement, dated as of January 28, 2011 (as amended prior to the date hereof, the "Existing Loan and Security Agreement").

Pursuant to the terms of the Existing Loan and Security Agreement, the Grantor has granted certain Liens to the Bank in certain of its assets (excluding the Intellectual Property of the Grantor, subject to and as more fully described in the Existing Loan and Security Agreement).

The Grantor has requested that the Bank agree to amend and restate the Existing Loan and Security Agreement on or about the date hereof (the Existing Loan and Security Agreement, after giving effect to such amendment and restatement, the "Amended and Restated Loan and Security Agreement").

Pursuant to the terms of the Amended and Restated Loan and Security Agreement, the Grantor has granted certain Liens to the Bank in the Intellectual Property of the Grantor.

It is a condition precedent to the effectiveness of the Amended and Restated Loan and Security Agreement that the Grantor enter into this Agreement and grant to the Bank the security interests hereinafter provided to secure the Obligations of the Grantor described below.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Amended and Restated Loan and Security Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Amended and Restated Loan and Security Agreement.

(b) Interpretation. The rules of interpretation set forth in Section 13.1 of the Amended and Restated Loan and Security Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, the Grantor hereby grants, assigns, and conveys to the Bank a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as are described in Schedule 1), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and

applications as are described in Schedule 2), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Bank is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Amended and Restated Loan and Security Agreement.

SECTION 3 Supplement to Amended and Restated Loan and Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Amended and Restated Loan and Security Agreement. The rights and remedies of the Bank with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Amended and Restated Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Authorization to Supplement. If the Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Bank with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting the Grantor's obligation under this Section 4, the Grantor authorizes the Bank to modify this Agreement by amending Schedules 1 or 2 to include any such new patent or trademark rights. No failure to so amend Schedules 1 or 2 shall in any way affect, invalidate or detract from the Bank's continuing security interest in all Collateral, whether or not listed on Schedules 1 or 2.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Bank to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Bank may record this Agreement, an abstract thereof, or any other document describing the Bank's interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Grantor.

SECTION 6 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor and the Bank and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 7 Choice of Law; Venue; Jury Trial Waiver; Judicial Reference. **CALIFORNIA LAW GOVERNS THIS AGREEMENT WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, 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 OF THE COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA. The provisions of Section 11 of the Amended and Restated Loan and Security Agreement relating to venue, jury trial waiver and judicial reference are by this reference incorporated herein, *mutatis mutandis*, as if set forth herein in full.

SECTION 8 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Amended and Restated Loan and Security Agreement.

SECTION 9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

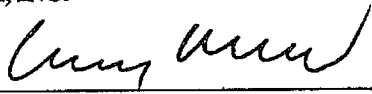
SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by PDF, facsimile or other electronic method of transmission shall be as equally effective as delivery of an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

[Remainder of page intentionally left blank]

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

THE GRANTOR:

AMONIX, INC.

By: 

Name: Guy Blanchard
Senior Vice President

Title: _____

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

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

THE GRANTOR:

AMONIX, INC.


By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Name: DAVID HICKMAN

Title: Relationship Manager

SCHEDULE 1
to the Patent and Trademark Security Agreement

AMONIX, INC.

Issued U.S. Patents of the Grantor

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
United States	7877937	2/1/2011	David Dutra	HIGH-STIFFNESS, LIGHTWEIGHT BEAM STRUCTURE
United States	6020555	2/1/2000	Vahan G. Garboushian Gerald A. Turner	AN IMPROVED SYSTEM FOR PROTECTING SERIES CONNECTED SOLAR PANELS AGAINST FAILURE DUE TO MECHANICAL DAMAGE OF INDIVIDUAL SOLAR CELLS WHILE MAINTAINING FULL OUTPUT OF THE REMAINING CELLS
United States	6123067	9/26/2000	James C. Warrick	SOLAR COLLECTOR TRACKING SYSTEM
United States	6248949	06/09/2001	Gerald A. Turner	AN IMPROVED METHOD OF MANUFACTURING A SOLAR CELL RECEIVER PLATE OF A CONCENTRATOR PHOTOVOLTAIC ARRAY
United States	6559371	06/06/2003	Jefferson G. Singleton Herbert T. Hayden	HIGH CONCENTRATION PHOTOVOLTAIC ASSEMBLY FOR A UTILITY SCALE POWER GENERATION SYSTEM
United States	8026440	9/27/2011	Robert Gordon	PASSIVELY COOLED, HIGH CONCENTRATION PHOTOVOLTAIC SOLAR CELL PACKAGE

Pending U.S. Patent Applications of the Grantor

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
United States	13/239,341	09/21/2011	Robert Gordon	PASSIVELY COOLED, HIGH CONCENTRATION PHOTOVOLTAIC SOLAR CELL PACKAGE
United States	10/969,577	10/20/2004	Vahan Garboushian Alexander M. Slade	METHOD OF IMPROVING THE EFFICIENCY OF LOOSELY PACKED SOLAR CELLS IN DENSE ARRAY APPLICATIONS
United States	13/186,369	07/19/2011	Geoffrey S. Kinsey	COMBINATION SOLAR CELL SUN SENSOR FOR DIRECT ALIGNMENT OF TRACKERS AND CLOSED-LOOP TRACKING
United States	13/187,372	07/20/2011	Aditya Nayak Geoffrey S. Kinsey	HEAT REJECTING OPTIC
United States	61/589,192	01/20/2012	Steven Schell	OPTICAL ELEMENT ALIGNMENT IN THE PRESENCE OF GRAVITATIONAL DEFLECTIONS
United States	61/570,727	12/14/2011	Adam Plesniak	TORQUE TUBE WITH OUTRIGGER

SCHEDULE 2
to the Patent and Trademark Security Agreement

AMONIX, INC.

Registered U.S. Trademarks of the Grantor

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	4034088	10/4/2011	12/29/2010	Amonix, Inc.	AMONIX & Sun Design
United States	4034089	10/4/2011	12/29/2010	Amonix, Inc.	AMONIX & Sun Design
United States	4034090	10/4/2011	12/29/2010	Amonix, Inc.	AMONIX & Sun Design
United States	3984700	6/28/2011	10/13/2010	Amonix, Inc.	POWERING THE FUTURE NOW
United States	3549262	12/23/2008	1/27/2008	Amonix, Inc.	AMONIX
United States	3633778	6/9/2009	1/27/2008	Amonix, Inc.	AMONIX & Arrow Design
United States	2759229	9/2/2003	10/12/1999	Amonix, Inc.	POWERING OUR FUTURE
United States	2753449	8/19/03	10/12/99	Amonix, Inc.	MEGAMODULE

Pending U.S. Trademark Applications of the Grantor

None.