

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
SOUTHWEST WINDPOWER, INC.		08/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ALTIRA TECHNOLOGY FUND V L.P.
Street Address:	1675 Broadway Street
Internal Address:	Suite 2400
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	ROCKPORT CAPITAL PARTNERS II, L.P.
Street Address:	160 Federal Street
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3358108	SKYSTREAM

CORRESPONDENCE DATA

Fax Number: 8585506420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 858-550-6403
 Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	311760-110 ALTIRA SWWP
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	09/04/2012

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 31, 2012 by and between **SOUTHWEST WINDPOWER, INC.**, a Delaware corporation ("**Grantor**") and the secured parties listed on the signature page hereof (each, a "**Secured Party**" and collectively, the "**Secured Parties**").

RECITALS

A. Secured Parties have made and may in the future make certain advances of money to Grantor (the "**Loans**") in the amounts and manner set forth in those certain Subordinated Convertible Promissory Notes executed by Grantor in favor of each Secured Party and such other Subordinated Convertible Promissory Notes executed in favor of each Secured Party after the date hereof from time to time (collectively, as the same may be amended, modified or supplemented from time to time, the "**Notes**"), and that certain Note Purchase Agreement dated as of June 14, 2012, by and among Grantor and Secured Parties, as amended by the First Amendment to Subordinated Convertible Promissory Notes and Note Purchase Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Purchase Agreement**"). Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a security interest in all of Grantor's Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "**Security Agreement**"), Grantor has granted the Secured Parties a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure the Secured Obligations, Grantor grants and pledges to the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Notwithstanding the foregoing, the grant, assignment and transfer of a security interest as provided herein shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or

hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security Agreement or 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 any Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 any Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

In all respects, including all matters of construction, validity and performance, this Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of a different jurisdiction.

This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]

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

ADDRESS OF GRANTOR:

SOUTHWEST WINDPOWER, INC.
100 TECHNOLOGY DR # 325
BROOMFIELD, CO 80021

ATTENTION: MIKE SOBOLIK, CHIEF FINANCIAL OFFICER
ELECTRONIC MAIL:
MIKE.SOBOLIK@WINDENERGY.COM

SOUTHWEST WINDPOWER, INC., AS GRANTOR

BY: 

PRINTED NAME: Michael Sobolik

TITLE: CEO

ADDRESS OF SECURED PARTY:

ALTIRA TECHNOLOGY FUND V L.P.
1675 BROADWAY STREET, SUITE 2400
DENVER, CO 80202

ATTENTION: HULL MCKINNON, MANAGING MEMBER

ACCEPTED AND ACKNOWLEDGED BY:

ALTIRA TECHNOLOGY FUND V L.P., AS SECURED PARTY

BY: ALTIRA MANAGEMENT V LLC, GENERAL PARTNER

BY: ALTIRA GROUP LLC, SOLE MANAGING MEMBER

BY: HULL MCKINNON, MANAGING MEMBER

SIGNATURE: _____

ADDRESS OF SECURED PARTY:

ROCKPORT CAPITAL PARTNERS II, L.P.
160 FEDERAL STREET, 18TH FLOOR
BOSTON, MA 02110

ATTENTION: ALEXANDER ELLIS, III, MANAGING MEMBER

ACCEPTED AND ACKNOWLEDGED BY:

ROCKPORT CAPITAL PARTNERS II, L.P., AS SECURED PARTY

BY: ROCKPORT CAPITAL II, L.L.C., GENERAL PARTNER

BY: ALEXANDER ELLIS III, MANAGING MEMBER

SIGNATURE: _____

3.

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

ADDRESS OF GRANTOR:

SOUTHWEST WINDPOWER, INC.
100 TECHNOLOGY DR # 325
BROOMFIELD, CO 80021

ATTENTION: MIKE SOBOLIK, CHIEF FINANCIAL
OFFICER
ELECTRONIC MAIL:
MIKE.SOBOLIK@WINDENERGY.COM

SOUTHWEST WINDPOWER, INC., AS GRANTOR

BY: _____

PRINTED NAME: _____

TITLE: _____

ADDRESS OF SECURED PARTY:

ALTIRA TECHNOLOGY FUND V L.P.
1675 BROADWAY STREET, SUITE 2400
DENVER, CO 80202

ATTENTION: HULL MCKINNON, MANAGING
MEMBER

ACCEPTED AND ACKNOWLEDGED BY:

**ALTIRA TECHNOLOGY FUND V L.P., AS
SECURED PARTY**

**BY: ALTIRA MANAGEMENT V LLC, GENERAL
PARTNER**

**BY: ALTIRA GROUP LLC, SOLE MANAGING
MEMBER**

BY: HULL MCKINNON, MANAGING MEMBER

SIGNATURE: *Hull McKinnon*

ADDRESS OF SECURED PARTY:

ROCKPORT CAPITAL PARTNERS II, L.P.
160 FEDERAL STREET, 18TH FLOOR
BOSTON, MA 02110

ATTENTION: ALEXANDER ELLIS, III, MANAGING
MEMBER

ACCEPTED AND ACKNOWLEDGED BY:

**ROCKPORT CAPITAL PARTNERS II, L.P., AS
SECURED PARTY**

**BY: ROCKPORT CAPITAL II, L.L.C., GENERAL
PARTNER**

**BY: ALEXANDER ELLIS III, MANAGING
MEMBER**

SIGNATURE: _____

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

ADDRESS OF GRANTOR:

SOUTHWEST WINDPOWER, INC.
100 TECHNOLOGY DR # 325
BROOMFIELD, CO 80021

ATTENTION: MIKE SOBOLIK, CHIEF FINANCIAL OFFICER
ELECTRONIC MAIL:
MIKE.SOBOLIK@WINDENERGY.COM

SOUTHWEST WINDPOWER, INC., AS GRANTOR

BY: _____

PRINTED NAME: _____

TITLE: _____

ADDRESS OF SECURED PARTY:

ALTIRA TECHNOLOGY FUND V L.P.
1675 BROADWAY STREET, SUITE 2400
DENVER, CO 80202

ATTENTION: HULL MCKINNON, MANAGING MEMBER

ACCEPTED AND ACKNOWLEDGED BY:

ALTIRA TECHNOLOGY FUND V L.P., AS SECURED PARTY

BY: ALTIRA MANAGEMENT V LLC, GENERAL PARTNER

BY: ALTIRA GROUP LLC, SOLE MANAGING MEMBER

BY: HULL MCKINNON, MANAGING MEMBER

SIGNATURE: _____

ADDRESS OF SECURED PARTY:

ROCKPORT CAPITAL PARTNERS II, L.P.
160 FEDERAL STREET, 18TH FLOOR
BOSTON, MA 02110

ATTENTION: ALEXANDER ELLIS, III, MANAGING MEMBER

ACCEPTED AND ACKNOWLEDGED BY:

ROCKPORT CAPITAL PARTNERS II, L.P., AS SECURED PARTY

BY: ROCKPORT CAPITAL II, L.L.C., GENERAL PARTNER

BY: ALEXANDER ELLIS III, MANAGING MEMBER

SIGNATURE: 

EXHIBIT A
COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
Website, www.windenergy.com .	Self-declared	
E-book: Consumer Guide, Getting Connected, Oct. 2009	Self-declared	
E-book: Consuming Guide, Wind Turbine Siting, May 2011	Self-declared	
E-book: Dealer Event Guide, June 2011	Self-declared	
E-book: Dealer Marketing 101 Guide, August 2011	Self-declared	
E-book: Dealer Media Relations Guide, July 2011	Self-declared	
E-book: Dealer Social Media Guide, July 2011	Self-declared	
Video: Southwest Windpower Celebrates Global Wind Day (YouTube) June 2012	Self-declared	
Video: Southwest Windpower installs micro-grid in a rural Native Alaskan village (YouTube) July 2012	Self-declared	
Video: Lessons learned from off-grid Whisper wind turbine case studies (YouTube) May 2012	Self-declared	
Video: Southwest Windpower's Dealer Training Course & Skystream3.7™ Service School (YouTube) March 2012	Self-declared	
Video: All Solar Case Study with Whisper 200 Wind Turbine (YouTube) Feb. 2012	Self-declared	
White Paper: The Role of Small Wind Turbines in Hybrid Power Systems for Telecom Sites: Driving Cost Savings May 2012	Self-declared	

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
Application title: <i>Stall Controller And Triggering Condition Control Features For A Wind Turbine</i> Country of application: <i>Mexico</i> Under File No. <i>50320.0313</i>	MX/a/2008/009189	GRANTED Next annuity due July 7, 2016
Application title: <i>Wind Turbine And Method Of Manufacture</i> Country of application: <i>New Zealand</i> Under File No. <i>50320.0215</i>	565921	GRANTED Next annuity due July 17, 2013
Application title: <i>Stall Controller And Triggering Condition Control Features For A Wind Turbine</i> Country of application: <i>India</i> Under File No. <i>50320.0356</i>	5827/DELNP/2008	Current Status - Pending ; Examination requested on December 29, 2009; no annuities until after granting of patent
Application title: <i>Wind Energy Conversion Device With Angled Governing Mechanism</i> Country of application: <i>USA</i> Under File No. <i>50320.1000</i>	08/662,995	GRANTED Patent #5,746,576 Issued May 5, 1998
Application title: <i>Wind Turbine Controller</i> Country of application: <i>USA</i> Under File No. <i>50320.0900</i>	09/975,240	GRANTED Patent #6,703,718 Issued March 9, 2004
Application title: <i>Stall Controller And Triggering Condition Control Features For A Wind Turbine</i> Country of application: <i>USA</i> Under File No. <i>50320.0300</i>	11/487,343	GRANTED Patent #7,420,288 Issued September 2, 2008
Application title: <i>Wind Turbine And Method Of Manufacture</i> Country of application: <i>USA</i> Under File No. <i>50320.0200</i>	11/487,392	GRANTED Patent #8,018,081 Issued September 13, 2011
Application title: <i>Stall Controller And Triggering Condition Control Features For A Wind Turbine</i> Country of application: <i>USA</i> Under File No. <i>50320.0317</i>	12/181,108	GRANTED Patent #7,573,146 Issued August 11, 2009
Application title: <i>Stall Controller And Triggering Condition Control Features For A Wind Turbine</i> Country of application: <i>USA</i> Under File No. <i>50320.0336</i>	12/497,096	Issue Fee paid on July 17, 2012 to be Granted
Application title: <i>Stall Controller And Triggering Condition Control Features For A Wind Turbine</i>	13/550,265	Application filed on July 16, 2012

Description	Registration/ Application Number	Registration/ Application Date
Country of application: <i>USA</i> Under File No. <i>TBD</i>		
Application title: <i>Scalable Wind Turbine Controller</i> Country of application: <i>USA</i> Under File No. <i>TBD</i>	61/650,959	Provisional application filed May 23, 2012
Application title: <i>Wind Turbine Controller Algorithm</i> Country of application: <i>USA</i> Under File No. <i>TBD</i>	61/650,973	Provisional application filed May 23, 2012
Application title: <i>Wind Turbine protection using relay circuit</i> Country of application: <i>USA</i> Under File No. <i>TBD</i>	61/650,975	Provisional application filed May 23, 2012

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Mark: "Skystream"	SWWP 12.01-TM(US) US Serial # 78/979165 <i>Standard Character Mark</i>	FILING DATE: 04/27/2006 REGISTERED: #3358108 (12/18/2007) • Original Filing Basis = 1B (now 1A) LIVE Dues 12/18/2012 to 12/18/2013
Mark: "Skystream"	SWWP 12.02-TM(CN) China Registration NO. 5684001	FILING DATE: 10/26/2006 REGISTRATION PUBLICATION DATE: 11/07/2009 EFFECTIVE PERIOD OF EXCLUSIVE RIGHT: 11/07/2009 – 11/06/2019
Mark: "Skystream"	SWWP 12.03-TM(CN) China Registration NO. 5684002 <i>Word Mark</i>	FILING DATE: 10/26/2006 REGISTRATION PUBLICATION DATE: 07/21/2009 EFFECTIVE PERIOD OF EXCLUSIVE RIGHT: 07/21/2009 - 07/20/2019
Mark: "Skystream"	SWWP 12.04-TM(AU) Australia Registration NO. 1142823 <i>Word Mark</i>	REGISTERED FROM : 10/24/2006 Date of Acceptance: 31-OCT-2006 Entered on Register: 26-FEB-2007 Renewal Due: 24-OCT-2016 REGISTERED/ PROTECTED
Mark: "Skystream"	SWWP 12.05-TM(CA) Canadian Registration NO. TMA696686	FILED: 10/27/2006 REGISTERED: 09/18/2007 PRIORITY FILING DATE: 04/27/2006 RENEWAL DATE: 9/18/22
Mark: "SKYSTREAM"	SWWP 12.06-TM(HK) Hong Kong Registration NO. 301091411	FILED: 04/11/2008 REGISTERED: 07/20/2009 EXPIRATION DATE: 04/10/2018
Mark: "Skystream"	SWWP 12.07-TM(JP) Japan Registration NO. 5238629	FILED: 10/24/2006 REGISTERED: 06/12/2009 EXPIRATION DATE: 06/12/2019
Mark: "Skystream"	SWWP 12.08-TM(IN) India Registration No. 1498639	FILED: 10/25/2006 AS ON DATE: 09/03/2012 STATUS = REGISTERED REGISTERED: 03/31/2010 EXPIRATION/RENEWAL DATE:

Description	Registration/ Application Number	Registration/ Application Date
Mark: "Skystream"	SWWP 12.09-TM(NO) Norwegian Registration NO. 242403	10/25/2016 FILED: 10/27/2006 REGISTERED: 11/16/2007 EXPIRATION/REWEWAL DATE: 11/16/2017
Mark: "Skystream"	SWWP 12.10-TM(CH) Switzerland Registration NO. 554108	FILED: 10/24/2006 REGISTERED: 10/01/2007 Extract Date: 03/28/2012 EXPIRATION/REWEWAL DATE: 10/24/2016
Mark: "Skystream"	SWWP 12.11-TM(CTM) Community-Europe CTM Registration NO. 5409842	FILED: 10/23/2006 REGISTERED: 11/15/2007 EXPIRATION/REWEWAL DATE: 10/23/2016