

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
BrightSource Energy, Inc.		01/31/2013	CORPORATION: DELAWARE
BrightSource Construction Management, Inc.		01/31/2013	CORPORATION: DELAWARE
BrightSource Asset Holdings, LLC		01/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
BrightSource Development, LLC		01/31/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Hercules Technology Growth Capital, Inc.
Street Address:	400 Hamilton Avenue, Suite 310
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85321582	
Serial Number:	85321585	
Serial Number:	85321602	
Serial Number:	85321612	
Serial Number:	85321625	
Serial Number:	85321631	
Serial Number:	85679419	
Serial Number:	85679447	
Serial Number:	77356210	BRIGHTSOURCE
Serial Number:	85679409	BRIGHTSOURCE

CH \$340.00 85321582

Serial Number:	85679413	BRIGHTSOURCE
Registration Number:	4046174	BRIGHTSOURCE
Serial Number:	85386454	SOLARPLUS

CORRESPONDENCE DATA

Fax Number: 4156932222

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

Phone: 4156932440

Email: crhem@cooley.com

Correspondent Name: Cooley LLP

Address Line 1: 101 California Street, 5th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	HERCULES BSE 305866-171
NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/
Date:	02/01/2013

Total Attachments: 15

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**CONFIRMATORY GRANT OF SECURITY AGREEMENT
IN UNITED STATES TRADEMARKS**

This **CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS**, dated as of January 31, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Hercules Technology Growth Capital, Inc. (the "**Secured Party**").

WHEREAS, the Grantors are party to a Loan and Security Agreement dated as of the date hereof (the "**Loan and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Secured Party; and

WHEREAS, the Grantors own the trademarks listed on Schedule A attached hereto (the "**Trademarks**"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Secured Party as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan and Security Agreement and used herein have the meaning given to them in the Loan and Security Agreement.

SECTION 2.1 The Security Interest

- (a) This Agreement is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Grantors under the Loan and Security Agreement. Upon payment in full of all Secured Obligations, the Secured Party shall promptly, upon such satisfaction, execute, acknowledge and deliver to the Grantors all reasonably requested instruments in writing releasing the security interest in the trademarks acquired under the Loan and Security Agreement and this Agreement.
- (b) Each Grantor hereby grants to the Secured Party a security interest in and continuing lien on the Trademarks and all of such Grantor's right, title and interest in, to and under all other United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and in each case whether or not registered and whether now owned or from time to time after the date hereof acquired, developed or created by the Grantor, and with respect to any and all of the foregoing: (i) all common-law rights related thereto; (ii) all registrations and applications therefor including, without limitation, the registrations and

applications listed or required to be listed in Schedule A attached hereto, (iii) all extensions or renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (v) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (vi) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "**Trademark Collateral**").

SECTION 2.2 Certain Limited Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a trademark filed pursuant to Section I (b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

SECTION 4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).


SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BRIGHTSOURCE ENERGY, INC.

Signature: 
Print Name: Jack Jenkins-Stark
Title: Chief Financial Officer

**BRIGHTSOURCE CONSTRUCTION
MANAGEMENT, INC.**

Signature: 
Print Name: Jack Jenkins-Stark
Title: Chief Financial Officer

**BRIGHTSOURCE ASSET HOLDINGS,
LLC**

By: 
Jack Jenkins-Stark
Chief Financial Officer

**BRIGHTSOURCE DEVELOPMENT,
LLC**


By: BrightSource Energy, Inc., its sole
Member

By: 
Jack Jenkins-Stark
Chief Financial Officer

[Signature page to Confirmatory Grant of Security Agreement in United States Trademarks]

Accepted and Agreed:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By: 
Name: K. Nicholas Maritsch
Title: Associate General Counsel






[Signature page to Confirmatory Grant of Security Agreement in United States Trademarks]







TRADEMARK
REEL: 004954 FRAME: 0898








SCHEDULE A
to
CONFIRMATORY GRANT OF SECURITY AGREEMENT
IN UNITED STATES TRADEMARKS








TRADEMARK REGISTRATIONS AND APPLICATIONS




TRADEMARKS:

Mark	Country	App No	App Date	Reg No	Reg Date	Classes	Status
BrightSource Logo 	United States of America	85/321,582	5/16/2011			06	Allowed 12/6/2011 Statement of Use/3 rd Extension due 6/6/2013
BrightSource Logo 	United States of America	85/321,585	5/16/2011			07	Published 6/5/2012 Opposition filed by Dominion Resources, Inc. on 10/2/2012
BrightSource Logo 	United States of America	85/321,602	5/16/2011			09	Published 6/12/2012 Opposition filed by Dominion Resources, Inc. on 10/2/2012
BrightSource Logo 	United States of America	85/321,612	5/16/2011			11	Allowed 12/6/2011 Statement of Use/ 3 rd Extension due 6/6/2013
BrightSource Logo 	United States of America	85/321,625	5/16/2011			37	Allowed 12/6/2011 Statement of Use/3 rd Extension due 6/6/2013

Mark	Country	App No	App Date	Reg No	Reg Date	Classes	Status
BrightSource Logo 	United States of America	85/321,631	5/16/2011			35, 42	Published 4/24/2012 Opposition filed by Dominion Resources, Inc. on 8/22/12 Initial Disclosures due 1/29/2013
BrightSource Logo 	United States of America	85/679,419	7/17/2012			39	Published 12/25/2012 Basis for Madrid Application filed 7/19/2012 (A0030890)
BrightSource Logo 	United States of America	85/679,447	7/17/2012			40	Published 12/25/2012 Basis for Madrid Application filed 7/19/2012 (A0030890)
BrightSource Logo 	China	10133538	11/1/2011			06	Pending Published 9/27/2012
BrightSource Logo 	China	10133537	11/1/2011			07	Pending Published 11/6/2012
BrightSource Logo 	China	10133536	11/1/2011			09	Published 11/6/2012

Mark	Country	App No.	App Date	Reg No	Reg Date	Classes	Status
BrightSource Logo 	China	10133535	11/1/2011			11	Refused Abandoned (instructions received 10/4/2012)
BrightSource Logo 	China	10133534	11/1/2011			37	Pending Published 10/6/2012
BrightSource Logo 	China (Madrid)	Pending	7/19/2012			39, 40	Pending No action due
BrightSource Logo 	China	10133533	11/1/2011			42	Pending Published 9/27/2012
BrightSource Logo 	European Community	10357093	10/20/2011	103570 93	9/5/2012	06, 07, 09, 11, 35, 37, 42	Registered Renewal due 10/20/2021
BrightSource Logo 	Israel	244697	2/29/2012			06, 07, 09, 11, 37, 42	Pending No action due
BrightSource Logo 	Israel (Madrid)	1133022 IB	7/19/2012			39, 40	Pending No action due

Mark	Country	App No	App Date	Reg No	Reg Date	Classes	Status
BrightSource Logo 	International Registration (Madrid) Designating China Israel	A0030890	7/19/2012	113302 2	7/19/2012	39, 40	Registered Renewal due 7/19/2022 Based on US 85679419 & 85679447
BrightSource Logo 	South Africa	201219188	7/17/2012			06	Pending No action due
BrightSource Logo 	South Africa	201219189	7/17/2012			07	Pending No action due
BrightSource Logo 	South Africa	201219190	7/17/2012			09	Pending No action due
BrightSource Logo 	South Africa	201219191	7/17/2012			11	Pending No action due
BrightSource Logo 	South Africa	201219192	7/17/2012			35	Pending No action due
BrightSource Logo 	South Africa	201219193	7/17/2012			37	Pending No action due

Mark	Country	App No	App Date	Reg No	Reg Date	Classes	Status
BrightSource Logo 	South Africa	201219194	7/17/2012			39	Pending No action due
BrightSource Logo 	South Africa	201219195	7/17/2012			40	Pending No action due
BrightSource Logo 	South Africa	201219196	7/17/2012			42	Pending No action due
BRIGHTSOURCE	United States of America	77/356,210 (parent)	12/19/2007			06, 07, 09, 11, 37	Allowed 2/23/2010 Statement of Use due 2/23/2013 FINAL
BRIGHTSOURCE	United States of America	85/679,409	7/17/2012			39	Published 12/18/2012 Foreign filing deadline 1/17/2013 Basis for Madrid Registration 1133020
BRIGHTSOURCE	United States of America	85/679,413	7/17/2012			40	Published 12/18/2012 Foreign filing deadline 1/17/2013 Basis for Madrid Registration 1133020

Mark	Country	App No	App Date	Reg No	Reg Date	Classes	Status
BRIGHTSOURCE	United States	77/982,448 (child)	12/19/2007	4046174	10/25/2011	42	Registered Section 8/15 due 10/25/2017 Renewal due 10/25/2021
BRIGHTSOURCE	China	10444875	1/20/2012			6	Pending Response to Office Action filed 10/11/2012
BRIGHTSOURCE	China	10444899	1/20/2012			7	Pending Response to Office Action filed 10/11/2012
BRIGHTSOURCE	China	10444898	1/20/2012			9	Pending Response to Office Action filed 10/11/2012
BRIGHTSOURCE	China	10444897	1/20/2012			11	Pending Response to Office Action filed 10/11/2012
BRIGHTSOURCE	China	10444896	1/20/2012			37	Pending Response to Office Action filed 10/11/2012
BRIGHTSOURCE	China (Madrid)	1133020 IB	7/19/2012			39, 40	Pending No action due
BRIGHTSOURCE	China	10444895	1/20/2012			42	Pending Response to Office Action filed 10/11/2012
BRIGHTSOURCE	European Community Trade Mark Office (OHIM)	7005598	6/19/2008	7005598	6/19/2008	07, 09, 11, 37, 40, 42	Registered Renewal due 6/19/2018
BRIGHTSOURCE	Israel	212177	6/19/2008	212177	6/19/2008	09	Registered Renewal due 6/19/2018

Mark	Country	App No	App Date	Reg No	Reg Date	Classes	Status
BRIGHTSOURCE	Israel	212179	6/19/2008	212179	6/19/2008	37	Registered Renewal due 6/19/2018
BRIGHTSOURCE	Israel (Madrid)	1133020IB	7/19/2012			39, 40	Pending No action due
BRIGHTSOURCE	International (Madrid) Designating China Israel	A0030889	7/19/2012	113302 0	7/19/2012	39, 40	Registered Renewal due 7/19/2022 Based on US 85679409 & 85679413
BRIGHTSOURCE	Israel	212182	6/19/2008	212182	6/19/2008	42	Registered Renewal due 6/19/2018
BRIGHTSOURCE	South Africa	201219179	7/17/2012			06	Pending No action due
BRIGHTSOURCE	South Africa	201219180	7/17/2012			07	Pending No action due
BRIGHTSOURCE	South Africa	201219181	7/17/2012			09	Pending No action due
BRIGHTSOURCE	South Africa	201219182	7/17/2012			11	Pending No action due
BRIGHTSOURCE	South Africa	201219183	7/17/2012			35	Pending No action due
BRIGHTSOURCE	South Africa	201219184	7/17/2012			37	Pending No action due
BRIGHTSOURCE	South Africa	201219185	7/17/2012			39	Pending No action due
BRIGHTSOURCE	South Africa	201219186	7/17/2012			40	Pending No action due
BRIGHTSOURCE	South Africa	201219187	7/17/2012			42	Pending No action due

Mark	Country	App No.	App Date	Reg No.	Reg Date	Classes	Status
BRIGHTSOURCE in Chinese Characters 亮源	China	10445519	1/20/2012			6	Published 12/27/2012 No action due
BRIGHTSOURCE in Chinese Characters 亮源	China	10445518	1/20/2012			7	Pending Response to Office Action filed 10/11/2012
BRIGHTSOURCE in Chinese Characters 亮源	China	10445517	1/20/2012			9	Pending Response to Office Action filed 10/11/2012
BRIGHTSOURCE in Chinese Characters 亮源	China	10445536	1/20/2012			11	Pending Response to Office Action filed 10/11/2012
BRIGHTSOURCE in Chinese Characters 亮源	China	10445535	1/20/2012			37	Pending Response to Office Action filed 10/11/2012
BRIGHTSOURCE in Chinese Characters 亮源	China	10445534	1/20/2012			42	Pending Response to Office Action filed 10/11/2012
LUZ	United States of America	78/895,368	5/30/2006			09, 11, 40	Abandoned – re- filed see below
LUZ	United States of America	85/190,577	12/3/2010			09	Abandoned (instructions received 7/2/2012)
LUZ	United States of America	85/190,583	12/3/2010			11	Abandoned (instructions received 7/2/2012)
LUZ	China	10445533	1/20/2012			09	Pending – To be abandoned? Response to Office Action filed 10/11/2012

Mark	Country	App No	App Date	Reg No	Reg Date	Classes	Status
LUZ	China	10445532	1/20/2012			11	Pending – To be abandoned? Response to Office Action filed 10/11/2012
LUZ	Israel	218021	12/24/2008			09	Pending – To be abandoned? No action due
LUZ	Israel	218020	12/24/2008			11	Pending – To be abandoned? No action due
SOLARPLUS	United States of America	85/386,454	8/1/2011			39, 40	Allowed 6/26/2012 SOU/2 nd extension due 6/26/2013
SOLAR PLUS	Australia	1471719	1/30/2012			40	To be abandoned per client 5/22/2012 Acceptance deadline 5/12/2013 (instructed amendment to SOLARPLUS 3/2/2012)
SOLAR PLUS	China	1445538	1/20/2012			40	Published 12/27/2012. No action due.
SOLARPLUS	India	2273910	1/30/2012			40	Pending
SOLAR PLUS	Israel	244001	1/29/2012			40	Pending (amendment to SOLARPLUS filed 3/4/2012)
SOLARPLUS	South Africa	2012/02079	1/30/2012			40	Pending (Amendment to SOLARPLUS approved 6/18/2012)

Mark	Country	App No	App Date	Reg No	Reg Date	Classes	Status
SOLAR +	United States of America	85/386,455	8/1/2011			40	Abandoned