

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 5 to Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunlight Photonics Inc.		12/13/2013	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: 7			
Property Type	Number	Word Mark	
Registration Number:	4210478	SUNLIGHT PHOTONICS	
Registration Number:	4195042	SUNLIGHT PHOTONICS	
Registration Number:	4195039	SUNLIGHT	
Registration Number:	4106129	SUNLIGHT	
Registration Number:	4195037	SUNLIGHT	
Serial Number:	77404791	SUNLIGHT PHOTONICS	
Serial Number:	77404805	SUNLIGHT PHOTONICS	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 268-7000		
Email:	ksamia@mofo.com		
Correspondent Name:	Lynn M. Humphreys		
Address Line 1:	425 Market Street		
Address Line 2:	Morrison & Foerster LLP		

CH \$190.00 4210478

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 66451-7

NAME OF SUBMITTER: Lynn M. Humphreys

Signature: /LMH/

Date: 01/17/2014

**Total Attachments: 9**

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**AMENDMENT NO. 5 TO  
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Amendment No. 5 to Patent and Trademark Security Agreement (this "Amendment") is entered into as of December 13, 2013 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, that certain Amendment No. 2 to Patent and Security Agreement dated February 15, 2012, that certain Amendment No. 3 to Patent and Security Agreement dated February 22, 2013 and that certain Amendment No. 4 to Patent and Security Agreement dated July 26, 2013 (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 \$1,500,000 (the "Additional Loan");

**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 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 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:

**A M E N D M E N T**

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 Fifth Amended and Restated Security Agreement, dated as of December 13, 2013, 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.

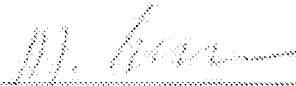
8. Amendment: No Novation. The Liens and security interests granted to the Secured Party remain in full force and effect hereunder uninterrupted and hereby are ratified, confirmed and reaffirmed. The execution and delivery of this Amendment, and the performance of the Grantor's obligations hereunder, 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.

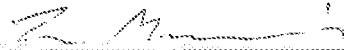
By:   
Name: Michael Cyrus  
Title: President

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

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 17<sup>th</sup> Street

San Francisco, CA 94114

Attention: John Moussouris

**SCHEDULE A**  
to the Patent and Trademark Security Agreement

<b>ISSUED PATENTS OF THE COMPANY</b>			
<b>PATENT NO.</b>	<b>GRANT DATE</b>	<b>PATENT TITLE</b>	<b>OWNER</b>
7,842,534	11/30/2010	Method for forming a compound semi-conductor thin-film	Sunlight Photonics Inc.
7,910,396	3/22/2011	Three-stage formation of thin-films for photovoltaic devices	Sunlight Photonics Inc.
7,923,282	4/12/2011	Formation of stretchable photovoltaic devices and carriers	Sunlight Photonics Inc.
8,012,788	9/6/2011	Multi-stage formation of thin-films for photovoltaic devices	Sunlight Photonics Inc.
8,097,980	1/17/2012	Distributed solar power plant and a method of its connection to the existing power grid	Sunlight Photonics Inc.
8,110,428	2/7/2012	Thin-film photovoltaic devices	Sunlight Photonics Inc.
8,187,906	5/29/2012	Method for fabricating composite substrates for thin film electro-optical devices	Sunlight Photonics Inc.
8,224,189	7/17/2012	Retro-directive target for free-space optical communication and method of producing same	Sunlight Photonics Inc.
8,343,794	1/1/2013	Method and apparatus for manufacturing multi-layered electro-optic devices	Sunlight Photonics Inc.
8,431,430	4/30/2013	Method for forming a compound semi-conductor thin-film	Sunlight Photonics Inc.
8,448,898	5/28/2013	Autonomous solar aircraft	Sunlight Photonics Inc.
8,455,808	6/4/2013	Apparatus for optical restricting having an absorber material or producing and transferring photoexcitations to an emitter material	Sunlight Photonics Inc.
8,461,504	6/11/2013	Methods for optical restricting including a photorestrictor for producing and transferring photoexcitations	Sunlight Photonics Inc.



**PENDING U.S. PATENT APPLICATIONS OF THE COMPANY**

<b>SERIAL NO.</b>	<b>FILED</b>	<b>PATENT TITLE</b>	<b>OWNER</b>
12/038,871	2/28/2008	Composite substrates for thin film electro-optical devices	Sunlight Photonics Inc.
12/102,664	4/14/2008	Multi-Junction Solar Array	Sunlight Photonics Inc.
12/185,369	8/4/2008	A Reacted particle deposition (RPD) method for forming a compound semi-conductor thin-film	Sunlight Photonics Inc.
12/248,864	10/9/2008	Method and apparatus for manufacturing thin-film photovoltaic devices	Sunlight Photonics Inc.
12/349,396	1/6/2009	Multi-junction photovoltaic module	Sunlight Photonics Inc.
12/381,588	3/13/2009	Stretchable photovoltaic devices and carriers	Sunlight Photonics Inc.
12/492,244	6/26/2009	Patterned photovoltaic devices	Sunlight Photonics Inc.
12/572,976	10/2/2009	Degradation-resistant photovoltaic devices	Sunlight Photonics Inc.
12/884,524	9/17/2010	Copper indium gallium selenide (CIGS) thin films with composition controlled by co-sputtering	Sunlight Photonics Inc./NRL
12/884,586	9/17/2010	Synthesis of high-purity bulk copper indium gallium selenide materials	Sunlight Photonics Inc./NRL
12/896,120	10/1/2010	Method for forming a compound semi-conductor thin-film	Sunlight Photonics Inc.
12/902,264	10/12/2010	Multi-layered electro-optic devices	Sunlight Photonics Inc.
13/074,390	3/29/2011	Spectrally adaptive multijunction photovoltaic thin film device and methods of producing the same	Sunlight Photonics Inc.
13/248,575	9/29/2011	Methods and apparatus for high-frequency electrical power collection and transfer	Sunlight Photonics Inc.
13/351,075	1/16/2012	Distributed solar power plant and a method of its connection to the existing power grid	Sunlight Photonics Inc.
13/370,656	2/10/2012	A pressure controlled droplet spraying (PCDS) method for forming particles of compound materials from melts	Sunlight Photonics Inc.
13/631,158	9/28/2012	Apparatus and method for producing AC power	Sunlight Photonics Inc.
13/693,932	12/4/2012	Hybrid solar desalination system	Sunlight Photonics Inc.
13/747,626	1/23/2013	Adaptive Solar Airframe	Sunlight Photonics Inc.
61/787,858	3/15/2013	Photovoltaic sputtering targets fabricated from reclaimed materials	Sunlight Photonics Inc./NRL
13/856,879	4/4/2013	Airborne kinetic energy conversion system	Sunlight Photonics Inc.
13/856,892	4/4/2013	Method for airborne kinetic energy conversion	Sunlight Photonics Inc.
13,873,887	4/30/2013	Method for forming a compound semi-conductor thin-film	Sunlight Photonics Inc.

PENDING EUROPEAN PATENT APPLICATIONS OF THE COMPANY			
APPLICATION NO.	FILED	PATENT TITLE	OWNER
EP09755426.5	10/1/2010	Method for forming a compound semi-conductor thin-film	Sunlight Photonics Inc.
EP08834431.2	6/28/2010	Distributed solar power plant and a method of its connection to the existing power grid	Sunlight Photonics Inc.
EP08726292.9	9/22/2009	Spectrally adaptive multijunction photovoltaic thin film device and methods of producing the same	Sunlight Photonics Inc.
EP09714998.3	9/27/2010	Composite substrates for thin film electro-optical devices	Sunlight Photonics Inc.
EP09715056.9	9/27/2010	Method and apparatus for fabricating composite substrates for thin film electro-optical devices	Sunlight Photonics Inc.
EP09733533.5	10/19/2010	Multi-Junction Solar Array	Sunlight Photonics Inc.
EP09805391.1	3/3/2011	A Reacted particle deposition (RPD) method for forming a compound semi-conductor thin-film	Sunlight Photonics Inc.
EP09821145.1	5/17/2011	A pressure controlled droplet spraying (PCDS) method for forming particles of compound materials from melts	Sunlight Photonics Inc.
EP09838022.3	8/5/2011	Multi-junction photovoltaic module	Sunlight Photonics Inc.
EP10729751.7	1/25/2012	Patterned photovoltaic devices	Sunlight Photonics Inc.
EP10819288.1	2/14/2012	Copper indium gallium selenide (CIGS) thin films with composition controlled by co-sputtering	Sunlight Photonics Inc./NRL
EP20819289.9	2/14/2012	Synthesis of high-purity bulk copper indium gallium selenide materials	Sunlight Photonics Inc./NRL
EP12002005.2	3/21/2012	Multi-stage formation of thin-films for photovoltaic devices	Sunlight Photonics Inc.
EP1070689.7	4/20/2012	Three-stage formation of thin-films for photovoltaic devices	Sunlight Photonics Inc.
EP13166020.1	4/30/2013	Autonomous solar aircraft	Sunlight Photonics Inc.

**SCHEDULE B**  
to the Patent and Trademark Security Agreement

**U.S. Registered Trademarks of the Grantor**

REGISTRATION NO.	DATE	TRADEMARK	OWNER
4,210,478	9/18/2012	SUNLIGHT PHOTONICS (Standard Characters)	Sunlight Photonics Inc.
4,195,042	8/21/2012	SUNLIGHT PHOTONICS (Stylized and/or with design)	Sunlight Photonics Inc.
4,195,039	8/21/2012	SUNLIGHT (Standard Characters)	Sunlight Photonics Inc.
4,106,129	2/28/2012	SUNLIGHT (Stylized and/or with design)	Sunlight Photonics Inc.
4,195,037	8/21/2012	SUNLIGHT (Stylized and/or with design)	Sunlight Photonics Inc.

**Pending U.S. Trademarks of the Grantor**

SERIAL NO.	DATE	TRADEMARK	OWNER
77/404,791	2/25/2008	SUNLIGHT PHOTONICS (Standard Characters)	Sunlight Photonics Inc.
77/404,805	2/25/2008	Sunlight Photonics (Stylized and/or with design)	Sunlight Photonics Inc.

**International Registered Trademarks of the Grantor**

IR NO.	DATE	TRADEMARK	OWNER
985725	11/6/2009	SUNLIGHT PHOTONICS (Standard Characters)	Sunlight Photonics Inc.
985726	1/16/2009	SUNLIGHT (Standard Characters)	Sunlight Photonics Inc.