

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
PLEXTRONICS, INC.		01/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SOLVAY AMERICA, INC.		
Street Address:	3333 RICHMOND AVENUE		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77098		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3004841	PLEXCORE	
Registration Number:	2902063	PLEXTRONICS	
Registration Number:	3948114	PLEXTRONICS LIGHT. POWER. CIRCUITRY.	
CORRESPONDENCE DATA			
Fax Number:	3127069000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-701-8623		
Email:	rassmus@mayerbrown.com		
Correspondent Name:	RICHARD M. ASSMUS		
Address Line 1:	P.O. BOX 2828		
Address Line 2:	MAYER BROWN LLP		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	10437752		
NAME OF SUBMITTER:	RICHARD M. ASSMUS		

CH \$90.00 3004841

Signature:	/RMA/
Date:	01/30/2014
<p>Total Attachments: 33</p> <p>source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif source=IP Security Agreement#page10.tif source=IP Security Agreement#page11.tif source=IP Security Agreement#page12.tif source=IP Security Agreement#page13.tif source=IP Security Agreement#page14.tif source=IP Security Agreement#page15.tif source=IP Security Agreement#page16.tif source=IP Security Agreement#page17.tif source=IP Security Agreement#page18.tif source=IP Security Agreement#page19.tif source=IP Security Agreement#page20.tif source=IP Security Agreement#page21.tif source=IP Security Agreement#page22.tif source=IP Security Agreement#page23.tif source=IP Security Agreement#page24.tif source=IP Security Agreement#page25.tif source=IP Security Agreement#page26.tif source=IP Security Agreement#page27.tif source=IP Security Agreement#page28.tif source=IP Security Agreement#page29.tif source=IP Security Agreement#page30.tif source=IP Security Agreement#page31.tif source=IP Security Agreement#page32.tif source=IP Security Agreement#page33.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated January 28, 2014 is made by PLEXTRONICS, INC., a Delaware corporation (the “*Grantor*”), in favor of SOLVAY AMERICA, INC., a Delaware corporation (“*Solvay*”), as collateral agent (in such capacity, the “*Collateral Agent*”) for itself and the other investors set forth on **Schedule A** (collectively with Solvay, the “**Lenders**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in **Exhibit A** attached hereto or the DIP Financing Supplement (as defined below), as applicable.

WHEREAS, pursuant to the Financing Orders (as defined in the DIP Financing Supplement) of the United States Bankruptcy Court for the District of Delaware, the Grantor has granted to the Collateral Agent for the benefit of the Lenders a first priority security interest to support certain obligations of the Grantor owned to the Lenders under the terms of that certain Debtor-In-Possession Financing Supplement, dated as of January 16, 2014, to Convertible Note and Warrant Purchase Agreement, dated as of September 20, 2013 (the “*DIP Financing Supplement*”), the Notes and the Related Agreements.

WHEREAS, pursuant to the terms and conditions set forth in the Financing Orders, the Grantor has granted and, for avoidance of doubt, hereby grants to the Collateral Agent a security interest in all personal property of the Grantor, including all Intellectual Property of the Grantor (as defined below), including without limitation, all Trademarks, Patents, Copyrights, Trade Secrets and IP Agreements (as defined below), all to secure the payment and performance of the DIP Facility Obligations (as defined in the Financing Orders).

WHEREAS, in order to evidence such security interest and to perfect the Collateral Agent’s rights in such Intellectual Property, the Grantor has agreed to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities and agrees to execute any additional documents as necessary to record such security interest with the U.S. Patent and Trademark Office, the U.S. Copyright Office or such other governmental authorities.

NOW, THEREFORE, for and in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, on behalf of the Lenders, a security interest in all of such Grantor’s right, title and interest, whether now owned or existing or hereafter created, acquired or arising, in and to the following (the “*IP Collateral*”):

- (a) all Patents, in each case now existing or hereafter adopted or acquired, including those set forth in **Schedule B** hereto;
- (b) all Trademarks, in each case now existing or hereafter adopted or acquired, including those set forth in **Schedule B** hereto; and
- (c) all Copyrights, in each case now existing or hereafter adopted or acquired, including those set forth in **Schedule B** hereto.

SECTION 2. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent

and Trademark Office and the United States Copyright Office, or other governmental agency. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 3. Representations, Warranties And Covenants. The Grantor represents, warrants and covenants that, except as otherwise set forth herein, in the Financing Orders or disclosure schedules incorporated into the DIP Financing Supplement: (i) **Schedule B** sets forth a true and complete list of all Patent, Trademark and Copyright registrations and pending applications now owned or, as indicated, co-owned by the Grantor; (ii) the Intellectual Property, including such Patent, Trademark and Copyright applications and registrations set forth on **Schedule B**, are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Intellectual Property or the Grantor's ownership rights therein; (iii) to the best of the Grantor's knowledge, each of the Intellectual Property and IP Agreements is valid and enforceable; (iv) to the best of the Grantor's knowledge, there is no infringement by a third party of the Intellectual Property and no third party has been put on notice of such; (v) no claim has been provided or made known to the Grantor that the use of any of the Intellectual Property does or may violate the rights of any third person, and to the best of the Grantor's knowledge, there is no infringement by the Grantor of the intellectual property rights of others; (vi) subject to the co-owned Intellectual Property as indicated on **Schedule B**, the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Intellectual Property free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Grantor not to sue third persons, other than (A) the security interest and assignment created by the Financing Orders and this IP Security Agreement, or (B) licenses, sub-licenses or end-user agreements as set forth on Schedule 3.13(f) of the disclosure schedules to the DIP Financing Supplement; (vii) the Grantor has the unqualified right to enter into this IP Security Agreement and to perform its terms and will take all steps that may be reasonably necessary so as to ensure that the Grantor shall continue to comply with the covenants herein contained; (viii) the Grantor has used its best efforts to, and will continue to use its best efforts in the future to use, proper statutory and other proprietary notices in connection with its use of the Patents, Trademarks or Copyrights; and (ix) the Grantor has used its best efforts to, and will continue to use its best efforts to use for the duration of this IP Security Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks.

SECTION 4. No Transfer Or Inconsistent Agreements. Without the Collateral Agent's prior written consent, the Grantor will not (i) sell, transfer, assign, pledge, encumber or grant any license or sublicense of any rights under or with respect to any of its Intellectual Property owned or co-owned by it except in the ordinary course of business, or (ii) enter into any agreement that is inconsistent with the Grantor's obligations under this IP Security Agreement or the Financing Orders.

SECTION 5. After-Acquired Intellectual Property.

5.1 After-Acquired Intellectual Property. If, before the Obligations shall have been finally paid and satisfied in full and the commitments of the Lenders to make advances under the DIP Financing Supplement have been terminated, the Grantor obtains any right, title or interest in or to any other or new Intellectual Property, the provisions of this IP Security Agreement shall automatically apply thereto and the Grantor shall promptly provide to the Collateral Agent notice thereof in writing and execute and deliver to the Collateral Agent such documents or instruments as the Collateral Agent may reasonably request further to implement, preserve or evidence the Collateral Agent's interest therein.

5.2 Amendment to Schedule. The Grantor authorizes the Collateral Agent to modify this IP Security Agreement, without the necessity of the Grantor's further approval or signature, solely so

as to amend **Schedule B** hereto to include any future or other Patent, Trademark or Copyright registrations or applications.

SECTION 6. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Financing Orders and the DIP Financing Supplement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Financing Orders and the DIP Financing Supplement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 8. Governing Law. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS IP SECURITY AGREEMENT AND ALL CLAIMS RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW OR TORT LAW, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

SECTION 9. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

* Remainder of Page Intentionally Blank *

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PLEXTRONICS, INC., as Grantor

By: W. H. Smith
Name: William H. Smith
Title: CEO

Accepted and Agreed to:

SOLVAY AMERICA, INC., as Collateral Agent


By: 
Name: Carlos E. Sola
Title: SVP

Exhibit A
Additional Definitions

“**Copyrights**” means all of the following: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country or group of countries, whether as author, assignee, transferee or otherwise including but not limited to copyrights in software and all rights in and to databases, all designs (including but not limited to industrial designs, Protected Designs within the meaning of 17 U.S.C. §1301 et. seq. and European Community designs), and all Mask Works (as defined under 17 U.S.C. §901 of the U.S. Copyright Act), whether registered or unregistered, and (b) all registrations and applications for registration of any such copyright in the United States or any other country or group of countries, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office listed on **Schedule B** and (c) all proceeds of and the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, or enforcement of any Copyright.

“**General Intangibles**” means all “General Intangibles” as defined in the UCC, including all choses in action and causes of action and all other intangible personal property of the Grantor of every kind and nature (other than accounts (as defined in the UCC)) now owned or hereafter acquired by the Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, and other agreements), Intellectual Property, goodwill, registrations, franchises and tax refund claims.

“**Intellectual Property**” means all Patents, Copyrights, Trademarks, Trade Secrets, domain names, and all inventions, designs, confidential or proprietary technical and business information, know-how, show-how and other proprietary data or information and all related documentation.

“**IP Agreements**” means all agreements granting to or receiving from a third party any rights to Intellectual Property to which the Grantor, now or hereafter, is a party.

“**Patents**” means all of the following: (a) all letters patent of the United States or the equivalent thereof in any other country or group of countries, and all applications for letters patent of the United States or the equivalent thereof in any other country or group of countries, including those listed on **Schedule B**, (b) all reissues, continuations, divisions, provisionals, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein and (c) all proceeds of and the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, or for enforcement of any Patent.

“**Trademarks**” means all of the following: (a) all domestic and foreign trademarks, trade names, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, service marks, other source or business identifiers, designs and General Intangibles of like nature, now owned or hereafter adopted or acquired, all registrations thereof, if any, including all registration and recording applications filed in connection therewith in the United States Patent and Trademark Office listed on **Schedule B** and all renewals thereof, including those listed on **Schedule B** (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), (b) all goodwill associated therewith or symbolized thereby and (c) all proceeds of, and 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 associated with the use of any Trademark or for enforcement of any Trademark.

“**Trade Secrets**” means common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of the Grantor (all of the foregoing being collectively called a “**Trade Secret**”), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

[End of Exhibit A]

Schedule A
Lenders

Solvay America, Inc.

Schedule B
Intellectual Property

Patents

See attached PDF

Trademarks

Country	Mark	Reg. No.	Reg. Date
China	PLEXCORE	Pending	Pending
EU	PLEXTRONICS	008231458	11/22/2009
Japan	PLEXTRONICS	5411900	05/13/2011
Japan	PLEXCORE	Pending	Pending
South Korea	PLEXTRONICS	40/880575	9/15/2011
South Korea	PLEXCORE	Pending	Pending
United States	PLEXTRONICS LIGHT. POWER. CIRCUITRY	3948114	04/19/2011
United States	PLEXCORE	3004841	10/04/2005
United States	PLEXTRONICS	2902063	11/09/2004
EU	PLEXCORE	Pending	Pending
Taiwan	PLEXCORE	Pending	Pending

Copyrights

Registered Copyrights

None.

Copyright Application

None.

APPLICATION NUMBER	Published Patent Application	PATENT NUMBER and link to patent pdf
11234373	US20060076050	779879
2007533636		4981672
2007020811		
2009063512		155965
2005800369871		ZL200580036987.1
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11274918	US20060118901	7321133
11350271	US20060175582	7569159
1020077020585	KR20070110343	10-1314877
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APPLICATION NUMBER	Published Patent Application	PATENT NUMBER and link to patent pdf
2007555192		4975648
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2008525060		
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11826394	US20080248313	8617241
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2009004011		149470
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96126688		
11743587	US20100132782	8217260

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APPLICATION NUMBER	Published Patent Application	PATENT NUMBER and link to patent pdf
12340587	US20090176924	
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2010546943		
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97174775		2250207
97174775		EP2250207
97174775		602009004539.3
97174775		EP2250207
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12399006	US2009220361	
1020107021700		
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APPLICATION NUMBER	Published Patent Application	PATENT NUMBER and link to patent pdf
97170062		
12422159	US2009256117A1	
2720694		
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12996766	US2011147725	
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12482354	US2009321726	8352517
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APPLICATION NUMBER	Published Patent Application	PATENT NUMBER and link to patent pdf
12543442	US20100046210	8215787
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APPLICATION NUMBER	Published Patent Application	PATENT NUMBER and link to patent pdf
2012504899		
107141418		
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13852939		
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2012-532215		
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12828121	US2011028644	8440785

APPLICATION NUMBER	Published Patent Application	PATENT NUMBER and link to patent pdf
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201080049031.6		
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PCTUS2011063300	WO2012072517	
13104598	US2011272559	
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Base PCT/US2011/035897		
2011800225508		
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13175710	US2012001127	
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13868924	US2012003790	
1020137001889		
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Base PCT/US2011/042865		
Base PCT/US2011/042861		
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APPLICATION NUMBER	Published Patent Application	PATENT NUMBER and link to patent pdf
Base PCT/US2011/042865		
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11743391.2		
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13326027	US20120152357	
118084466	2652004	
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101138791	201326251	
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APPLICATION NUMBER
13259117
2011-7024875
JP201059499
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APPLICATION NUMBER
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