

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317159

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIGHTSOURCE ENERGY, INC.		09/10/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CMB INFRASTRUCTURE INVESTMENT GROUP VII, LP		
Street Address:	7819 42nd Street West		
Internal Address:	c/o CMB Export, LLC		
City:	Rock Island		
State/Country:	ILLINOIS		
Postal Code:	61201		
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA		
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		
Registration Number:	4046174	BRIGHTSOURCE	
Serial Number:	85679409	BRIGHTSOURCE	
Serial Number:	85679413	BRIGHTSOURCE	
Serial Number:	77982448	BRIGHTSOURCE	
Serial Number:	85386454	SOLARPLUS	
CORRESPONDENCE DATA			
Fax Number:	2132507900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-680-5061		
TRADEMARK			

OP \$340.00 85321582

Email: Thomas.Kidde@lewisbrisbois.com
Correspondent Name: Thomas S. Kidde
Address Line 1: 221 N. Figueroa Street, #1200
Address Line 2: Lewis Brisbois Bisgaard & Smith LLP
Address Line 4: Los Angeles, CALIFORNIA 90012

NAME OF SUBMITTER: Thomas S. Kidde

SIGNATURE: /Thomas S. Kidde/

DATE SIGNED: 09/16/2014

Total Attachments: 9

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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 September 10, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by **BRIGHTSOURCE ENERGY, INC.**, a Delaware corporation, (the "Grantor") in favor of **CMB INFRASTRUCTURE INVESTMENT GROUP VII, LP**, a California limited partnership (the "Secured Party").

WHEREAS, the Grantor is party to a Loan and Security Agreement dated as of the date hereof (the "Loan and Security Agreement") between the Grantor and the Secured Party; and

WHEREAS, the Grantor owns 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 Grantor hereby agrees 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.

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 Grantor 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 Grantor all reasonably requested instruments in writing releasing the security interest in the trademarks acquired under the Loan and Security Agreement and this Agreement.
- (b) 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 Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, and may be further delineated by an Intercreditor Agreement executed by and among BrightSource Energy, Inc., Hogan Family Trust No. 1 Dated December 20, 2012 and CMB Infrastructure Investment Group VII, LP (the "ICA") in connection with said Loan and Security Agreement, the terms and provisions of which are (and with respect to the ICA, shall upon the execution and delivery thereof, be) 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 Loan and Security Agreement shall control. In the event that any provision of this Agreement or the Loan and Security Agreement is deemed to conflict with the ICA with regard to priority of any lien or security interest of Secured Party in or to the Copyright Collateral, and the priority of any lien or security interest of any other creditor of Grantor which is a party to the ICA, the lien priorities provided under the ICA 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).

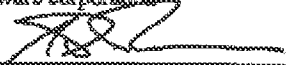
SECTION 5. Counterparts

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, 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., a
Delaware corporation

By: 
Print Name: H. David Barron
Title: Chief Executive Officer

AGREED AND ACCEPTED:

**CMB INFRASTRUCTURE INVESTMENT
GROUP VII, LP, a California limited
partnership
By its General Partner**

**CMB Export, LLC, a Nevada limited liability
company**

By: _____
Print Name: Patrick Hogan
Title: Managing Member

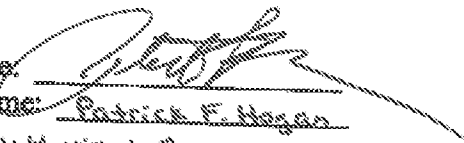
Signature page to Confirmatory Grant Security Agreement US Trademarks

IN WITNESS WHEREOF, 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., a
Delaware corporation**

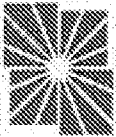
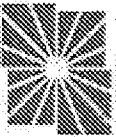
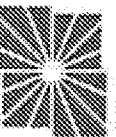
Signature: _____
Print Name: _____
Title: _____

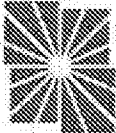
**AGREED AND ACCEPTED:
CMB INFRASTRUCTURE INVESTMENT
GROUP VII, LP, a California limited
partnership**

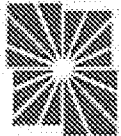
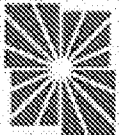
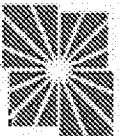
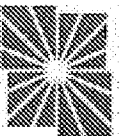
Signature: 
Print Name: Patrick F. Hogan
Title: Authorized Representative

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

BRIGHTSOURCE ENERGY, INC.
Trademark Status Report
(As of August 12, 2014)

Mark	Country	App No	App Date	Reg No	Reg Date	Classes	Goods and Services
BrightSource Logo 	United States of America	85/321,582	5/16/2011			06	Apparatus for supporting heliostat mirrors and solar panels, namely, metal structures for mounting solar panels and/or heliostat mirrors; solar panel and/or heliostat mirror mounts made of metal, substrates primarily of metal for supporting solar cells, photovoltaic cells, heliostat mirrors and solar collectors, namely, metal frames, metal panels, and metal pans for supporting solar cells, photovoltaic cells, heliostat mirrors and solar collectors
BrightSource Logo 	United States of America	85/321,585	5/16/2011			07	Solar powered steam turbines, gas turbines, generation sets composed of steam turbine generators for use in generating electricity; heat exchangers being part of machines, solar-powered electricity generators; drive systems for heliostats and components therefor, namely, direct current motors, alternating current servo motors, gears, planetary gears, gear boxes for orienting reflective mirrors or solar panels; motors, gears and drives for orientating solar panels; motors, gears and drives for orientating reflective mirrors; actuators, namely, multi-turn actuators, part-turn actuators, and linear actuators; apparatus and equipment for assembly and installation of heliostats, namely, assembly jigs, gluing jigs, welding jigs, vibratory pile drivers, and hydraulic pile drivers
BrightSource Logo 	United States of America	85/321,602	5/16/2011			09	Heliostats and components therefor, namely, reflective mirrors, control systems, namely, electric or electronic controllers, electronic motor controllers and electronic controls for motors, and drive systems, namely, electric motors, gears and power supplies; boiler control systems for operation of solar power stations and solar steam production plants; computer hardware and software for monitoring and controlling the operation of solar power stations;

Mark	Country	App No	App Date	Reg No	Reg Date	Classes	Goods and Services
							apparatus for converting solar radiation to electrical energy, namely, photovoltaic solar modules; solar cells; solar radiation-related tracking systems, namely, computer hardware and software for tracking solar radiation levels for solar power plants for the generation of electrical energy; apparatuses and instruments for the transformation of electronic radiation to electrical energy, for converting solar radiation to electrical energy, namely, photovoltaic solar modules and photovoltaic solar cells; inverters; integrated circuit modules for use with infrared detectors; actuators, namely, electric actuators
BrightSource Logo 	United States of America	85/321,612	5/16/2011			11	Solar power generation sets composed of solar boilers; solar thermal-based power plants, namely, power stations and facilities for power production; solar power stations, namely, solar thermal power stations, solar power tower systems comprised of solar power towers, solar collectors, heliostats, mirrors and hybrid solar thermal power stations sold as a unit and components therefor; apparatus for converting solar energy to sensible heat and/or latent heat, namely, solar steam generators, solar supercritical steam generators, solar power towers, solar collectors in the nature of solar heat collection panels, solar boilers, solar steam generators, solar superheaters, solar reheaters and cooling towers, namely, solar powered cooling units; solar collector components, namely, solar heat collection boiler panels, tubes and tube panels, headers and pipes, boiler control systems, spillage protection arrangements, and reflective elements, namely, mirrors all sold as a unit; energy storage plants, namely, apparatus and equipment for the storage of sensible and/or latent heat, namely, thermal energy storage systems comprised of a vessel containing a thermal reservoir and a heat exchanger; heat exchangers not being parts of machines; solar collectors; solar collector assemblies; solar thermal installations, namely, solar thermal modules
BrightSource	United	85/321,625	5/16/2011			37	Installation, maintenance and repair of

Mark	Country	App No	App Date	Reg No	Reg Date	Classes	Goods and Services
Logo 	States of America						solar power plants and solar steam generation plants and their components
BrightSource Logo 	United States of America	85/321,631	5/16/2011			35, 42	Class 35: Operation of solar power plants for others Class 42: Providing engineering and development services for others in the field of solar power
BrightSource Logo 	United States of America	85/679,419	7/17/2012			39	Storage and delivery of solar power; utility services, namely, solar power grid reliability; distribution of solar power
BrightSource Logo 	United States of America	85/679,447	7/17/2012			40	Generation of solar power.
BRIGHTSOURCE	United States of America	77/356,210 (parent)	12/19/2007	4,046,174	4/9/2013	37	Class 37: Installation, maintenance and repair of solar power plants and solar steam generation plants and their components.
BRIGHTSOURCE	United States of America	85/679,409	7/17/2012			39	Storage and delivery of solar power; utility services, namely, solar power grid reliability; distribution of solar power
BRIGHTSOURCE	United States of America	85/679,413	7/17/2012			40	Generation of solar power
BRIGHTSOURCE	United States	77/982,448 (child)	12/19/2007	4046174	10/25/2011	42	Providing engineering and development services in the field of solar power
SOLARPLUS	United States of	85/386,454	8/1/2011			39, 40	Class 39: Storage and delivery of solar power; utility services, namely, solar

Mark	Country	App No	App Date	Reg No	Reg Date	Classes	Goods and Services
	America						power grid reliability; distribution of solar power; Class 40: Generation of solar power

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RECORDED: 09/16/2014

TRADEMARK
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