

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321606

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SEMPRIUS INC.		02/14/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>Name:</b>	HORIZON FUNDING TRUST 2013-1		
<b>Street Address:</b>	312 FARMINGTON AVENUE		
<b>City:</b>	Farmington		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06032		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	HORIZON TECHNOLOGY FINANCE CORPORATION, AS COLLATERAL AGENT		
<b>Street Address:</b>	312 FARMINGTON AVENUE		
<b>City:</b>	Farmington		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06032		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3905423	SEMPRIUS	
<b>Registration Number:</b>	3905424	SEMPRIUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>TRADEMARK</b>			

OP \$65.00 3905423

**Email:** ipteam@nationalcorp.com  
**Correspondent Name:** Brandie Sullivan  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** National Corporate Research, Ltd.  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F152403

**NAME OF SUBMITTER:** ANDREW NASH

**SIGNATURE:** /ANDREW NASH/

**DATE SIGNED:** 10/30/2014

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 14, 2014 by and among (i) **HORIZON FUNDING TRUST 2013-1**, a statutory trust created and existing pursuant to the laws of the State of Delaware ("**Horizon Trust**"), as a Lender and assignee of **HORIZON TECHNOLOGY FINANCE CORPORATION**, a Delaware corporation ("**Horizon**"), (ii) **SILICON VALLEY BANK**, a California corporation ("**SVB**"), as a Lender (Horizon Trust and SVB and each of the other "Lenders" from time to time a party hereto are referred to herein collectively as the "**Lenders**" and each individually as a "**Lender**"), (iii) **HORIZON**, as agent for the Lenders (in such capacity, "**Collateral Agent**" and (iv) **SEMPRIUS INC.**, a Delaware corporation ("**Grantor**").

### RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lenders, the Collateral Agent and Grantor, dated June 29, 2012 as amended by that certain First Loan Modification Agreement by and among Lenders, the Collateral Agent and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the ratable benefit of the Lenders, and to each Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the ratable benefit of the Lenders, and to each Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, and to each Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to the Collateral Agent and the Lenders under the Loan Agreement. The rights and remedies of the Collateral Agent and the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Collateral Agent and the Lenders as a matter of law or equity. Each right, power and remedy of the Collateral Agent and the Lenders provided for herein or in the Loan 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 the Collateral Agent and the Lenders of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 the Collateral Agent or any Lender, of any or all other rights, powers or remedies.

[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.

GRANTOR:

Address of Grantor:

SEMPRIUS, INC.

By: 

Attn:

Title: CEO

COLLATERAL AGENT:

HORIZON TECHNOLOGY FINANCE CORPORATION, as Collateral Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

LENDERS:

HORIZON FUNDING TRUST 2013-1, as assignee of Horizon Technology Finance Corporation, as a Lender

By: Horizon Technology Finance Corporation, its agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

SILICON VALLEY BANK, as a Lender

By: 

Title: VP

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.

GRANTOR:

Address of Grantor:

SEMPRIUS, INC.

By: \_\_\_\_\_

Attu:

Title: \_\_\_\_\_

COLLATERAL AGENT:

HORIZON TECHNOLOGY FINANCE CORPORATION, as Collateral Agent

By: Robert D. Pomeroy, Jr.

Title: Chief Executive Officer

LENDERS:

HORIZON FUNDING TRUST 2013-1, as assignee of Horizon Technology Finance Corporation, as a Lender

By: Horizon Technology Finance Corporation, its agent

By: Robert D. Pomeroy, Jr.

Title: Chief Executive Officer

SILICON VALLEY BANK, as a Lender

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
REINFORCED COMPOSITE STAMP FOR DRY TRANSFER PRINTING OF SEMICONDUCTOR ELEMENTS	7,927,976	7/23/2008
Printing Semiconductor Elements by Shear-Assisted Elastomeric Stamp Transfer	8,506,867	11/19/2008
Vacuum Coupled Tool Apparatus for Dry Transfer Printing Semiconductor Elements	US 2011/0018158 A1	7/22/2009
ELECTRICALLY BONDED ARRAYS OF TRANSFER PRINTED ACTIVE COMPONENTS	13/638,040	9/28/2012
SELECTIVE TRANSFER OF ACTIVE COMPONENTS	13/638,019	9/28/2012
Substrates with Transferable Chiplets	13/491,335	6/7/2012
Methods for Surface Attachment of Flipped Active Components	13/491,196	6/7/2012
Concentrator-Type Photovoltaic (CPV) Modules, Receivers and Sub-receivers and Methods of Forming Same	US 2010/0236603 A1	2/9/2010
Moisture proof expansion chamber to equalize pressure in sealed solar modules	13/520,911	7/6/12
Apparatus and Process for producing plano-convex silicone-on-glass lens array	61/367,491	7/26/2010
Photovoltaic Device with Off-Axis Image Display	13/700,411	6/7/2010
Materials and Processes for Releasing Printable Compound Semiconductor Devices	61/371,467	8/6/2010
Breathing and Desiccant Regenerating Cycle for Reducing Condensation in Concentrator Photovoltaic Modules	13/571,972	8/10/2011
High Concentration Photovoltaic Modules and Methods of Fabricating the Same	13/705,980	12/5/2012
Indirect Temperature Measurement Of Direct Bandgap (Multijunction) Solar Cells Using The Wavelength Shift Of A Sub-Junction Luminescence Emission Peak	61/704,889	9/24/2012
Surface-Mountable Lens Cradles And Interconnection Structures For Concentrator-Type Photovoltaic Devices	61/677,892	7/31/2012



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Surface-Mountable Solar Receiver With Integrated Through Substrate Interconnect And Optical Element Cradle	61/683,958	8/16/2012
Engineered Substrates For Semiconductor Epitaxy	61/788,526	3/15/2013
High Efficiency Solar Receivers Including Stacked Solar Cells For Concentrator Photovoltaics	61/782,983	3/14/2013
Through-Silicon Vias And Interposers Formed By Metal-Catalyzed Wet Etching	61/788,452	3/15/2013
Low Profile Concentrator Photovoltaic Modules	61/782,796	3/14/2013
Power Augmentation In Concentrator Photovoltaic Modules By Collection Of Diffuse Light	61/782,622	3/14/2013
METHODS OF FORMING PRINTABLE INTEGRATED CIRCUIT DEVICES AND DEVICES FORMED THEREBY	US 2010-0248484 A1	3/26/2010
STRUCTURES AND METHODS FOR TESTING PRINTABLE INTEGRATED CIRCUITS	61/377,131	8/26/2010
INTERCONNECTION STRUCTURE AND METHOD FOR TRANSFER-PRINTED INTEGRATED CIRCUITS	13/302,497	11/22/11
OLED DEVICE WITH EMBEDDED CHIP DRIVING	US 2010/0039030 A1	8/14/2009
High-Yield Fabrication Of Large-Format Substrates With Distributed, Independent Control Elements	13/395,813	9/16/2009
Printable, Flexible, and Stretchable Diamond for Thermal Management	US 2010/0052112 A1	4/3/2009
PRINTING TRANSFERABLE COMPONENTS USING MICROSTRUCTURED ELASTOMERIC SURFACES WITH PRESSURE MODULATED REVERSIBLE ADHESION	13/237,375	9/20/2011
Laser Assisted Transfer Welding Process	20120115262	1/18/2012
Solar Cell Grid Fingers with Steep Triangular Cross Section and Methods of Forming	2013EM00326	12/18/2012

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
THE MARK CONSISTS OF THE STYLIZED WORDING "SEMPRIUS" AND THE DESIGN OF TWO SET OF THREE WAVY BANDS THAT OVERLAP EACH OTHER ABOVE THE LETTERS "SE" IN THE WORDING "SEMPRIUS". THE COLOR BLUE APPEARS IN THE WORDING "SEMPRIUS" AND THE LEFTMOST SET OF THREE WAVY BANDS. THE COLOR YELLOW APPEARS IN THE RIGHTMOST SET OF THREE WAVY BANDS.	3,905,423	1/11/11
SEMPRIUS. THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.	3,905,424	1/11/11

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

1651040.1 56120.02648