

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324813

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ASCENT SOLAR TECHNOLOGIES, INC.		11/19/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HUDSON BAY MASTER FUND LTD.		
<b>Street Address:</b>	777 THIRD AVENUE		
<b>Internal Address:</b>	30TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LTD LIAB JT ST CO: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4401807	ENERPLEX	
<b>Registration Number:</b>	4441523	ENERPLEX	
<b>Registration Number:</b>	3971627	WAVESOL	
<b>Registration Number:</b>	4441347	ENERPLEX JUMPR	
<b>Registration Number:</b>	4433827	ENERPLEX KICKR	
<b>Registration Number:</b>	4441391	ENERPLEX SURFR	
<b>Registration Number:</b>	4401811	TRANSFORMING EVERYDAY LIFE	
<b>Serial Number:</b>	85638696	ENERPLEX	
<b>Serial Number:</b>	85809197	ENERPLEX	
<b>Serial Number:</b>	85981845	ENERPLEX	
<b>Serial Number:</b>	85973369	ENERPLEX PACKR	
<b>Serial Number:</b>	86192716	ENERPLEX GENERATR	
<b>Serial Number:</b>	86337119	ENERPLEX COMMANDR	
<b>Serial Number:</b>	85708195	TRANSFORMING EVERYDAY LIFE	
<b>Serial Number:</b>	85803789	LIFE IS LIMITLESS	
<b>Serial Number:</b>	86046247	ALWAYS IN CHARGE	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

**Fax Number:** 3124568435

*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.*

**Phone:** 3124565202

**Email:** MERLOK@GTLAW.COM

**Correspondent Name:** HOWARD E. SILVERMAN

**Address Line 1:** 77 WEST WACKER DRIVE, SUITE 3100

**Address Line 2:** GREENBERG TRAUIG, LLP

**Address Line 4:** CHICAGO, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	124273.021800
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<b>NAME OF SUBMITTER:</b>	HOWARD E. SILVERMAN
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<b>SIGNATURE:</b>	/s/ Howard E. Silverman
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<b>DATE SIGNED:</b>	12/02/2014
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**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this "IP Security Agreement"), dated November 19, 2014, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Hudson Bay Master Fund Ltd, in its capacity as collateral agent (the "Collateral Agent") for the Noteholders. All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, Ascent Solar Technologies, Inc., a Delaware corporation (the "Company"), and each party listed as a "Buyer" therein (collectively, the "Buyers") are parties to that certain Securities Purchase Agreement, dated November 14, 2014, pursuant to which the Company shall be required to sell, and the Buyers shall purchase or have the right to purchase, the "Notes" (as defined therein) issued pursuant thereto (as such Notes may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms thereof, collectively, the "Notes");

WHEREAS, as a condition precedent to the making of the loans under the Notes that each Grantor has executed and delivered that certain Security and Pledge Agreement, dated November 19, 2014, made by the Grantors to the Collateral Agent (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Noteholders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof 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.

WHEREAS, the Grantors have determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Grantors.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Buyers to perform under the Securities Purchase Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Noteholders, as follows

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Noteholders a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the Patents and Patent applications set forth in Schedule A hereto;
- (ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (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 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), together with the goodwill symbolized thereby;
- (iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international

treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Notes and the Transaction Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

ASCENT SOLAR TECHNOLOGIES, INC.

By 

Name: William M. Gregorak

Title: Chief Financial Officer

Address for Notices:

12300 Grant Street  
Thornton, CO 80214

Schedule A

COUNTRY	TITLE	APPLICATION NO	APPLICATION DATE	PATENT NO	GRANT DATE
United States	Apparatus and Method of Production of Thin Film Photovoltaic Modules	10/197,813	07/19/2002	7,271,333	09/18/2007
United States	Flexible Photovoltaic Array With Integrated Wiring And Control Circuitry, and Associate Methods	11/877,625	10/23/2007	7,812,247	10/12/2010
United States	Machine and Process for Sequential Multi-Sublayer Deposition of Copper Indium Gallium Diselenide Compound Semiconductors	12/771,590	04/30/2010	8,021,905	09/20/2011
United States	Systems and Processes for Bifacial Collection and Tandem Junctions Using a Flexible Thin-Film Photovoltaic Device	11/858,010	09/19/2007	8,124,870	02/28/2012
United States	Reinforcing Structures for Thin-Film Photovoltaic Device Substrates, and Associated Methods	11/737,119	04/18/2007	8,207,442	06/26/2012
United States	Apparatus and Method for Hybrid Photovoltaic Device Having Multiple, Stacked, Heterogeneous, Semiconductor Junctions	12/967,005	12/13/2010	8,426,725	04/23/2013
United States	Machine and Process for Sequential Multi-Sublayer Deposition of Copper Indium Gallium Diselenide Compound Semiconductors	12/701,449	02/05/2010	8,465,589	06/18/2013
United States	Machine and Process for Continuous, Sequential Deposition of Semiconductor Solar Absorbers Having Variable Semiconductor Composition Deposited in Multiple Sublayers	12/899,446	10/06/2010	8,648,253	2/11/2014
United States	Mobile Electronic Device Case	29/429,489	08/12/2012	D697,502	1/14/2014
United States	Array of Monolithically Integrated Thin Film Photovoltaic Cells and Associated Methods	12/143,713	06/20/2008	8,716,591	05/06/2014
United States	Flexible Photovoltaic Array with Integrated Wiring and Control Circuitry, and Associated	12/901,963	10/11/2010		

	Methods				
United States	CD-Free, Oxide Buffer Layers For Thin Film CIGS Solar Cells by Chemical Solution Deposition Methods	13/227,935	09/08/2011		
United States	Systems and Processes for Bifacial Collection and Tandem Junctions Using a Thin-Film Photovoltaic Device	13/406,376	02/27/2012		
United States	Multilayer Thin-Film Back Contact System for Flexible Photovoltaic Devices on Polymer Substrates	13/572,387	08/10/2012		
United States	Apparatus and Method for Hybrid Photovoltaic Device Having Multiple, Stacked, Heterogeneous, Semiconductor Junctions	13/770,693	02/19/2013		
United States	Subtractive Hinge and Associated Methods	13/783,336	03/03/2013		
United States	System For Housing And Powering A Battery-Operated Device And Associated Methods	13/802,713	03/14/2013		
United States	System For Housing And Powering A Battery-Operated Device And Associated Methods	13/802,719	03/14/2013		
United States	Photovoltaic Assembly and Associated Methods	14/038,096	09/26/2013		
United States	Flexible High-Voltage Adaptable Current Photovoltaic Modules and Associated Methods	14/041,886	09/30/2013		
United States	Hybrid Multi-Junction Photovoltaic Cells And Associated Methods	14/100,960	12/09/2013		
United States	Systems And Methods For Thermally Managing High-Temperature Processes On Temperature Sensitive Substrates	14/150,376	01/08/2014		
United States	Multilayer Thin-film Back Contact System For Flexible Photovoltaic Devices On Polymer Substrates	14/198,209	03/13/2014		
United States	Array Of Monolithically Integrated Thin Film Photovoltaic Cells and Associated Method	14/252,485	04/14/2014		

United States	Machine And Process For Continuous, Sequential, Deposition Of Semiconductor Solar Absorbers Having Variable Semiconductor Composition Deposited In Multiple Sublayers	13/794,009	03/11/2013		
United States	Machine And Process For Continuous, Sequential, Deposition Of Semiconductor Solar Absorbers Having Variable Semiconductor Composition Deposited In Multiple Sublayers	13/793,975	03/11/2013		
United States	Flexible, High Voltage Photovoltaic Array with Integrated Wiring and Control Circuitry, and Associated Methods	60/853,609	10/23/2006		
United States	Flexible, High Voltage Adaptable Current Photovoltaic Modules and Associated Methods	60/853,610	10/23/2006		
United States	Array of Monolithically Integrated Thin Film Photovoltaic Cells and Associated Methods	60/945,314	06/20/2007		
United States	Method for Fabricating a P-Type CdSe Solar Cell	60/950,087	07/16/2007		
United States	Hybrid Multi-Junction Photovoltaic Cell	61/031,652	02/26/2008		
United States	Solar Cells Having P-Type CdSe Solar Absorbers	60/956,107	08/15/2007		



Schedule B

Trademark	Application Number	Application /Priority Date	Reg. No.	Reg. date
ENERPLEX & Design	85/638,696	5/30/2012		
ENERPLEX & Design	85/979,481	5/30/2012	4,401,807	9/10/2013
ENERPLEX & Design	85/809,197	12/21/2012		
ENERPLEX & Design	85/981,845	12/21/2012		
ENERPLEX & Design	85/979,980	12/21/2012	4,441,523	11/26/2013
WAVESOL	77/969,887	5/26/2010	3,971,627	5/31/2011
ENERPLEX JUMPR	85/771,547	11/5/2012	4,441,347	11/26/2013
ENERPLEX KICKR	85/776,593	11/11/2012	4,433,827	11/12/2013
ENERPLEX SURFR	85/795,481	12/5/2012	4,441,391	11/26/2013
ENERPLEX PACKR	85/973,369	6/28/2013		
ENERPLEX GENERATR	86/192,716	2/13/2014		
ENERPLEX COMMANDR	86/337,119	7/15/2014		
TRANSFORMING EVERYDAY LIFE	85/708,195	8/20/2012		
TRANSFORMING EVERYDAY LIFE	85/979,623	8/20/2012	4,401,811	9/10/2013
LIFE IS LIMITLESS	85/803,789	12/16/2012		
ALWAYS IN CHARGE	86/046,247	8/23/2013		