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
EPV Solar, Inc.	FORMERLY Energy Photovoltaics, Inc.	11/18/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	Patriarch Partners Agency Services, LLC
Street Address:	32 Avenue of the Americas, 17th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2614699	EPV
Registration Number:	2612208	EPV-40
Registration Number:	3121710	EPV OUTSIDE

CH $90.00 2614699

CORRESPONDENCE DATA

Fax Number: (214)969-5100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: msevans@jonesday.com
Correspondent Name: Sean Evans
Address Line 1: 2727 North Harwood
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	223194-605023
NAME OF SUBMITTER:	Sean Evans
Signature:	/Sean Evans/

Date:	11/19/2009

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(PATENTS & TRADEMARKS)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS & TRADEMARKS) (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated November 18 2009, is made by EPV Solar, Inc., a New Jersey corporation (the "Grantor"), in favor of Patriarch Partners Agency Services, LLC ("PPAS"), as agent (the "Agent") for the Lenders (as defined below).

WHEREAS, Grantor has entered into a Credit Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Agent, the Domestic Subsidiaries of the Grantor that from time to time become guarantors thereunder and the lenders party thereto (the "Lenders"). Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of advances, Grantor shall have executed that certain Security Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") by Grantor in favor of the Agent for the benefit of the Lenders and the Agent.

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain intellectual property of Grantor to the Agent for the ratable benefit of the Lenders, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

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

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

(a) the United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit A hereto but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");

(b) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach;

(c) the United States, international and foreign patents, patent applications, utility models, and statutory invention registrations set forth on Exhibit B hereto (the "Patents");

(d) any and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations of the Patents, all inventions in the Patents, and all rights provided in the Patents by international treaties or conventions and all improvements thereto; and

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(e) any and all proceeds of the foregoing.

Section 2. Submission to Jurisdiction. Each of the Lenders, Agent and Grantor hereby (a) agrees that any action with respect to this IP Security Agreement may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any action by the mailing of copies of the process to the parties hereto as provided in the Credit Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 3. Waiver of Jury Trial. Each of the Lenders, Agent and Grantor hereby waives any right to a trial by jury in any action to enforce or defend any right under this IP Security Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this IP Security Agreement and agrees that any action will be tried before a court and not before a jury.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. 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 when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

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

EPV-SOLAR, INC.

By: _____
Name:
Title:

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Exhibit A

Trademarks

MARK	OWNER	COUNTRY	APPL NO	CLASS	FILED	REG NO	REG DT	STATUS
EPV	EPV Solar, Inc.	US	76/240,598	9	4/16/01	2,614,699	9/03/02	Cancelled
EPV-40	EPV Solar, Inc.	US	76/240,599	9	4/16/01	2,612,208	8/27/02	Cancelled
EPV OUTSIDE	EPV Solar, Inc.	US	78/450,062	9	7/13/04	3,121,710	7/25/06	Registered

Exhibit B

U.S. Patents

Patent No./Issue Date	Publication No./ Publication Date	Title
7,235,160 06-26-2007	2005-0029088 02-10-2005	HOLLOW CATHODE SPUTTERING APPARATUS AND RELATED METHOD
6,660,538 12-09-2003	2003-0082834 05-01-2003	NON-CONTACTING DEPOSITION CONTROL OF CHALCOPYRITE THIN FILMS
7,019,208 03-28-2006	2003-0102023 06-05-2003	METHOD OF JUNCTION FORMATION FOR CIGS PHOTOVOLTAIC DEVICES

Patent Applications Filed and Pending

Serial No./Filing Date	Publication No./ Publication Date	Title
11/361,776 02-24-2006	2006-0144436 07-06-2006	METHOD OF JUNCTION FORMATION FOR CIGS PHOTOVOLTAIC DEVICES
12/557,389 09-10-2009	N/A	MOUNTING SYSTEMS FOR PHOTOVOLTAIC MODULES
12/488,218 61	N/A	METHOD FOR FABRICATING A DOPED AND/OR ALLOYED SEMICONDUCTOR
12/395,889 03-02-2009	N/A	INSULATED GLASS UNIT WITH INTEGRATED MINI-JUNCTION BOX
12/422,004 04-10-2009	2009/025582 10-15-2009	DEHYDRATION OF GLASS FOR PHOTOVOLTAIC APPLICATIONS
12/410,297 3-24-2009	2009/0235987 09-14-2009	CHEMICAL TREATMENTS TO ENHANCE PHOTOVOLTAIC PERFORMANCE OF CIGS
11/768,652 06-26-2007	2007/0256926 11-08-2007	HOLLOW CATHODE SPUTTERING APPARATUS AND RELATED METHOD
11/275,079 12-08-2005	2006/0118406 06-08-2006	SPUTTERED TRANSPARENT CONDUCTIVE FILMS
11/361,776 02-24-2006	2006-0144436 07-06-2006	METHOD OF JUNCTION FORMATION FOR CIGS PHOTOVOLTAIC DEVICES

Serial No./Filing Date	Publication No./ Publication Date	Title
61/097,769 09-17-08	N/A	LARGE BATCH PRODUCTION OF THIN PHOTOVOLTAIC MODULES
12/127,470 05-27-2008	2008/0308411 12-18-2008	METHOD AND PROCESS FOR DEPOSITION OF TEXTURED ZINC OXIDE THIN FILMS

Divisional applications

Divisional Patent Application No. 11/361,776 claiming priority to U.S. App. No. 10/251,337 with respect to U.S. Patent No. 7,019,208

Non-U.S. Patent Applications

Patent No./Issue Date	Publication No./ Publication Date	Title
PCT/US2009/001318 03-02-2009	N/A	INSULATED GLASS UNIT WITH INTEGRATED MINI-JUNCTION BOX
PCT/US2009/001815 03-24-2009	N/A	CHEMICAL TREATMENTS TO ENHANCE PHOTOVOLTAIC PERFORMANCE OF CIGS