

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
CALISOLAR INC.		10/25/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3548405	CALISOLAR	
Registration Number:	3644734	CALISOLAR	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6729		
Email:	jihan.jenkins@troutmansanders.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	JIHAN A.R. JENKINS		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001174		
NAME OF SUBMITTER:	Jihan A.R. Jenkins		
Signature:	/Jihan A.R. Jenkins, Reg. #64415/		

CH \$65.00 3548405

900205661

TRADEMARK
REEL: 004649 FRAME: 0243

Date:

10/27/2011

Total Attachments: 9

source=SVB_Calisolar (Executed SVB IP Security Agreement)#page1.tif
source=SVB_Calisolar (Executed SVB IP Security Agreement)#page2.tif
source=SVB_Calisolar (Executed SVB IP Security Agreement)#page3.tif
source=SVB_Calisolar (Executed SVB IP Security Agreement)#page4.tif
source=SVB_Calisolar (Executed SVB IP Security Agreement)#page5.tif
source=SVB_Calisolar (Executed SVB IP Security Agreement)#page6.tif
source=SVB_Calisolar (Executed SVB IP Security Agreement)#page7.tif
source=SVB_Calisolar (Executed SVB IP Security Agreement)#page8.tif
source=SVB_Calisolar (Executed SVB IP Security Agreement)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of the October 25, 2011 by and between SILICON VALLEY BANK (“**Bank**”) and CALISOLAR INC. (“**Grantor**”).

RECITALS

A. Bank has made certain advances of money and extended certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated December 28, 2010 (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). Bank is willing to continue to make the Loans available to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank 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 Bank 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 Bank 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:

(a) 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**”);

(b) 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;

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

(d) 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**”);

(e) 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**”);

(f) 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**”);

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, 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.

Address of Grantor:

985 Almanor Avenue
Sunnyvale, California 94085

Attn: G.F.D.

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

CALISOLAR INC.

By: 

Name: Samuel BENTI LIN
Title: C.E.O.

BANK:

SILICON VALLEY BANK

By: _____

Name:
Title:

TRADEMARK

REEL: 004649 FRAME: 0247

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.

Address of Grantor:

985 Almanor Avenue
Sunnyvale, California 94085

Attn: _____

GRANTOR:

CALISOLAR INC.

By: _____

Name:

Title:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: BEN FARGO

BANK:

SILICON VALLEY BANK

By: 

Name: BEN FARGO

Title: VP/Relationship Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application/Publication Date</u>
SEMICONDUCTOR WAFER PRE-PROCESS ANNEALING AND GETTERING METHOD AND SYSTEM FOR SOLAR CELL FORMATION	8,008,107 11/648,127	8/30/2011
METHOD AND SYSTEM FOR FORMING A SILICON INGOT USING A LOW GRADE SILICON FEEDSTOCK	7,955,433 11/828,734	6/7/2011
GERMANIUM-ENRICHED SILICON MATERIAL FOR MAKING SOLAR CELLS	7,887,633 12/140,104	2/15/2011
METHOD AND SYSTEM FOR CONTROLLING RESISTIVITY IN INGOTS MADE OF COMPENSATED FEEDSTOCK SILICON	7,651,566 11/769,109	6/27/2007
METHOD AND SYSTEM FOR FORMING A SILICON INGOT USING A LOW-GRADE SILICON FEEDSTOCK	2011/0211995 13/034,956	2/25/2011
GERMANIUM ENRICHED SILICON MATERIAL FOR MAKING SOLAR CELLS	2011/0126758 12/954,498	11/24/2010
POLARIZATION RESISTANT SOLAR CELL DESIGN USING AN OXYGEN-RICH INTERFACE LAYER	2011/0094575 12/647,286	12/24/2009
POLARIZATION RESISTANT SOLAR CELL DESIGN USING SICN	2011/0094574 12/647,201	12/24/2009
QUALITY CONTROL PROCESS FOR UMG-SI FEEDSTOCK	2010/0327890 12/770,688	4/29/2010
PROCESS CONTROL FOR UMG-SI MATERIAL PURIFICATION	2010/0310445	2/10/2010

	12/703,727	
BIFACIAL SOLAR CELLS WITH BACK SURFACE REFLECTOR	2010/0275995 12/456,398	6/15/2009
BIFACIAL SOLAR CELLS WITH BACK SURFACE DOPING	2010/0275984 12/456,404	6/15/2009
BIFACIAL SOLAR CELLS WITH OVERLAID BACK GRID SURFACE	2010/0275983 12/456,378	6/15/2009
METHOD AND SYSTEM FOR CONTROLLING RESISTIVITY IN INGOTS MADE OF COMPENSATED FEEDSTOCK SILICON	2010/0258768 12/618,577	11/13/2009
SOLAR CELL AND FABRICATION METHOD USING CRYSTALLINE SILICON BASED ON LOWER GRADE FEEDSTOCK MATERIALS	2009/0223549 12/045,259	3/10/2008
METHOD AND SYSTEM FOR REMOVING IMPURITIES FROM LOW-GRADE CRYSTALLINE SILICON WAFERS	2008/0197454 11/676,095	2/16/2007
METHOD AND SYSTEM FOR FORMING A HIGHER PURITY SEMICONDUCTOR INGOT USING LOW PURITY SEMICONDUCTOR FEEDSTOCK	2008/0178793 11/700,391	1/31/2007
LARGE GRAIN, MULTI-CRYSTALLINE SEMICONDUCTOR INGOT FORMATION METHOD AND SYSTEM	2008/0257254 11/736,390	4/17/2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CALISOLAR	3,548,405	December 16, 2008
CALISOLAR	3,644,734	June 23, 2009

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		