

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 CANADA INC.		10/25/2011	CORPORATION: CANADA
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:	3832374	6N SILICON INC.	
Registration Number:	3828766	6N	
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 3832374

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TRADEMARK
REEL: 004649 FRAME: 0273

Date:

10/27/2011

Total Attachments: 8

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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 CANADA INC. (f/k/a 6N Silicon Inc.), a corporation incorporated under the laws of the Province of Ontario (“**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.

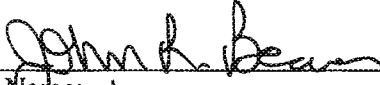
Address of Grantor:

1 Royal Gate Blvd, Unit B
Vaughan, ON
L4L 8Z7

Attn: CFD

GRANTOR:

CALISOLAR CANADA INC.

By: 
Name: JOHN R. BEAVER
Title: C.F.O

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

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:

6074 Shawson Drive
Mississauga, Ontario L5T 1E6

Attn: _____

GRANTOR:

CALISOLAR CANADA INC.

By: _____

Name:

Title:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: BEN FARGO

BANK:

SILICON VALLEY BANK

By: *B. Fargo*

Name: BEN FARGO

Title: VP/Relationship Manager

TRADEMARK

REEL: 004649 FRAME: 0278

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application/Publication Date</u>
METHOD FOR PURIFYING SILICON	7,727,503 12/288,857	10/23/2008
METHOD FOR PURIFYING SILICON	7,883,680 12/784,576	5/21/2010
METHOD FOR PROCESSING SILICON POWDER TO OBTAIN SILICON CRYSTALS	7,959,730 12/244,839	10/03/2008
METHOD FOR REMOVING PHOSPHOROUS AND BORON FROM ALUMINIUM SILICON ALLOY FOR USE IN PURIFYING SILICON	2010/0254879 12/530,993	3/03/2010
USE OF ACID WASHING TO PROVIDE PURIFIED SILICON CRYSTALS	2010/0329959 12/670,263	9/10/2010
CRUCIBLE AND METHOD FOR FURNACE CAPACITY UTILIZATION	2011/0210470 12/716,889	3/03/2010
METHOD OF PURIFYING SILICON UTILIZING CASCADING PROCESS	2011/0044877 12/729,561	3/23/2010
METHOD FOR PURIFYING SILICON	2011/0129405 13/017,786	1/31/2011
METHOD FOR PROCESSING SILICON POWDER TO OBTAIN SILICON CRYSTALS	2011/0236290 13/158,626	6/13/2011
CASCADING PURIFICATION	12/760,222	4/14/10
APPARATUS AND METHOD FOR DIRECTIONAL SOLIDIFICATION OF SILICON	12/947,936	11/17/10

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
6N SILICON INC.	3,832,374	August 10, 2010
6N	3,828,766	August 3, 2010

EXHIBIT D

Mask Works

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