# OP \$265.00 443382

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM394977

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ascent Solar Technologies, Inc.		07/13/2016	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	RDW Capital, LLC
Street Address:	16850 Collins Ave
Internal Address:	STE 112-341
City:	Sunny Isles Beach
State/Country:	FLORIDA
Postal Code:	33160
Entity Type:	Limited Liability Company: FLORIDA

### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	4433827	ENERPLEX KICKR
Registration Number:	4441391	ENERPLEX SURFR
Registration Number:	4837477	ENERPLEX GENERATR
Registration Number:	3971627	WAVESOL
Registration Number:	4441347	ENERPLEX JUMPR
Registration Number:	4933190	ENERPLEX COMMANDR
Registration Number:	4401811	TRANSFORMING EVERYDAY LIFE
Registration Number:	4441523	ENERPLEX
Registration Number:	4401807	ENERPLEX
Registration Number:	4871122	ENERPLEX PACKR

### **CORRESPONDENCE DATA**

Fax Number:

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:** 2126030490

**Email:** dc@robinsonbrog.com

Correspondent Name: David Cykiert Address Line 1: 875 Third Ave

TRADEMARK REEL: 005855 FRAME: 0785

Address Line 2:	9th Floor, c/o David Cykiert
Address Line 4:	New York, NEW YORK 10022
NAME OF SUBMITTER:	David Cykiert
SIGNATURE:	/David Cykiert, Esq/
DATE SIGNED:	08/15/2016
Total Attachments: 13	•
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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is entered into as of July 13, 2016, by and among (i) Ascent Solar Technologies, Inc., a Delaware corporation (the "Issuer"), and (ii) any subsidiary and affiliate of the Issuer listed on Schedule 1 attached hereto that is a signatory hereto either now or joined in the future (the "Subsidiaries"; and jointly, severally, and collectively with the Issuer, the "Grantors") in favor of RDW Capital, LLC (the "Secured Party").

WHEREAS, in connection with the Securities Purchase Agreement dated July 13, 2016 among the Secured Party and the Issuer (as amended, supplemented and restated from time to time, the "Purchase Agreement"), the Issuer has agreed, upon the terms and subject to the conditions of the Purchase Agreement, to issue to the Secured Party convertible notes as set forth in the Purchase Agreement (collectively along with all other debentures or loan instruments, as each may be amended, supplemented and restated from time to time, the "Convertible Notes");

WHEREAS, reference is made to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), entered into by and among the Grantors and the Secured Party, which secures certain now existing and future arising obligations owing to the Secured Party (as defined in the Security Agreement) under the Transaction Documents as provided in the Security Agreement;

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Secured Party this Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, the Grantors have granted to for the benefit of the Secured Party, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired (1) trademarks, patents, and copyrights; (2) trademark applications, patent applications, and copyright applications; and (3) trademark licenses, patent licenses, and copyright licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement); and

WHEREAS, capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

**NOW, THEREFORE,** in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Each Grantor hereby grants for the benefit of the Secured Party, to secure the Obligations, a continuing security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:
  - (a) each United States and foreign trademark and trademark application, including, without limitation, each United States federally registered trademark and

trademark application referred to in <u>Schedule 1</u> attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (b) each trademark license, including, without limitation, each trademark license listed on <u>Schedule 1</u> attached hereto, together with all goodwill associated therewith;
- (c) all products and proceeds of the foregoing items (a) and (b), including, without limitation, any claim by the Grantors against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in <u>Schedule 1</u> attached hereto, any trademark issued pursuant to a trademark application referred to in <u>Schedule 1</u> and any trademark licensed under any trademark license listed on <u>Schedule 1</u> attached hereto (items (a) through (c) being herein collectively referred to as the "<u>Trademark Collateral</u>").
- (d). each United States and foreign patent and patent application, including, without limitation, each United States federally registered patent and patent application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (e) each patent license, including, without limitation, each patent license listed on <u>Schedule 2</u> attached hereto, together with all goodwill associated therewith;
- (f) all products and proceeds of the foregoing items (d) and (e), including, without limitation, any claim by the Grantors against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any patent, including, without limitation, any patent referred to in <u>Schedule 2</u> attached hereto, any trademark issued pursuant to a patent application referred to in <u>Schedule 2</u> and any patent licensed under any patent license listed on <u>Schedule 2</u> attached hereto (items (d) through (f) being herein collectively referred to as the "<u>Patent Collateral</u>").
- (g) each United States and foreign copyright and copyright application, including, without limitation, each United States federally registered copyright and copyright application referred to in <u>Schedule 3</u> attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (h). each copyright license, including, without limitation, each copyright license listed on <u>Schedule 3</u> attached hereto, together with all goodwill associated therewith;
- (i). all products and proceeds of the foregoing items (g) and (h), including, without limitation, any claim by the Grantors against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any copyright, including, without limitation, any copyright referred to in <u>Schedule 3</u> attached hereto, any copyright licensed under any copyright license listed on <u>Schedule 3</u> attached hereto (items (g) through (i) being herein collectively referred to as the "Copyright

<u>Collateral</u>"; items (a) through (i) being herein (i.e., the Trademark Collateral, the Patent Collateral, and the Copyright Collateral) collectively referred to as the "IP Collateral").

- 2. This security interest is granted in conjunction with the security interests granted to the Secured Party, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 3. The Grantors shall give Secured Party prior written notice of no less than five (5) Business Days before filing any additional application for registration of any trademark and prompt notice in writing of any additional trademark registrations, patent registration, or copyright registrations granted therefor after the date hereof. Without limiting Grantors' obligations under this paragraph, Grantors hereby authorize Secured Party unilaterally to modify this Agreement by amending Schedules 1, 2, or 3 to include any future United States registered trademarks, patents, copyrights or applications therefor of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules 1, 2, or 3 shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule 1, 2, or 3.
- 4. Grantors hereby agree that, anything herein to the contrary notwithstanding, such Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks subject to the security interest hereunder.
- 5. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
  - 6. This Agreement is a Transaction Document.
- This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within the City of New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

# [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement as of the date first above written.

### **GRANTORS:**

ASCENT SOLAR TECHNOLOGIES, INC.

By\_\_\_\_ Name:

Title:

Victoriles CEO

ASCENT SOLAR (ASIA) PTE. LTD.

By\_\_\_\_ Name:

Title:

Managing Directo

ASCENT SOLAR (SHENZHEN) CO. LTD.

By\_\_\_

Name:

Title:

egal Representatives

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property
Security Agreement as of the date first above written.

SECURED PARTY:	
RDW CAPITAL, LLC	
By: Name: Title:	

### **SCHEDULE 1**

to

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

# **Trademark Collateral**

REG NO.	COUNTRY	MARK	
4,433,827	US	EnerPlex Kickr	
4,441,391	US	EnerPlex Surfr	
4,837,477	US	EnerPlex Generatr	
3,971,627	US	WAVESOL	
4,441,347	US	EnerPlex Jumpr	
4,933,190	US	EnerPlex Jumpi EnerPlex Commandr	
4,401,811	US		
4,441,523	US	TRANSFORMING EVERYDAY LIFE	
4,441,323	US	EnerPlex (and non-grid design)	
	US	EnerPlex (and design)	
4,871,122		EnerPlex Packr	
1,527,553	AU	EnerPlex and Design	
1,554,970	AU	EnerPlex Jumpr	
1,554,971	AU	EnerPlex Kickr	
1,559,525	AU	EnerPlex Surfr	
1,559,524	AU	EnerPlex (and non-grid design)	
1,597,385	AU	EnerPlex Packr	
1,606,854	AU	ALWAYS IN CHARGE	
TMA898,815	CA	EnerPlex Jumpr	
TMA898,821	CA	EnerPlex Kickr	
TMA906,801	CA	EnerPlex Surfr	
12524230	CN	EnerPlex Jumpr	
12524231	CN	EnerPlex Kickr	
12,701,320	CN	EnerPlex Surfr	
12765854	CN	EnerPlex (and non-grid design)	
13789699	CN	EnerPlex Packr	
14052533	CN	ALWAYS IN CHARGE	
13789700	CN	EnerPlex Packr	
15105857	CN	EnerPlex Generatr	
11355369	EM	EnerPlex and Design	
11790177	EM	EnerPlex Jumpr	
11801206	EM	EnerPlex Kickr	
11853471	EM	EnerPlex Surfr	
11853876	EM	EnerPlex (and non-grid design)	
12092094	EM	ALWAYS IN CHARGE	
13147574	EM	EnerPlex Generatr	
302442717	HK	EnerPlex and Design	
302595952	HK	EnerPlex Jumpr	
302603150	HK	EnerPlex Kickr	
302622825	HK	EnerPlex Surfr	
302622898	HK	EnerPlex (and non-grid design)	
302847916	HK	EnerPlex Packr	
302521115	HK	TRANSFORMING EVERYDAY LIFE	
303091284	HK	EnerPlex Generatr	
302902752	HK	EnerPlex (and Design) ALWAYS IN CHARGI	

US.107620119.01

IDM000470255	ID.	E N ID
IDM000472355	ID	EnerPlex and Design
IDM000479815	ID	TRANSFORMING EVERYDAY LIFE
IDM000489468	ID	EnerPlex Jumpr
40-1093902	KR	EnerPlex Always in Charge (and design)
40-1114723	KR	EnerPlex Generatr
40-1020248	KR	EnerPlex and Design
40-1033457	KR	EnerPlex Jumpr
40-1033491	KR	EnerPlex Kickr
40-1033488	KR	EnerPlex Surfr
40-1040564	KR	TRANSFORMING EVERYDAY LIFE
40-1048532	KR	EnerPlex (and non-grid design)
40-1093332	KR	EnerPlex Packr
N/89185	MO	EnerPlex Generatr
N/75202	MO	EnerPlex Jumpr
N/75398	MO	EnerPlex Kickr
N/75728	MO	EnerPlex Surfr
N/81856	MO	EnerPlex Packr
N/93900	MO	EnerPlex Always in Charge (and Design)
N/101376	MO	EnerPlex (and non-grid design)
2013064302	MY	EnerPlex Packr
2013054491	MY	EnerPlex Kickr
2013055130	MY	EnerPlex Surfr
2013007376	MY	EnerPlex (and non-grid design)
2013051245	MY	TRANSFORMING EVERYDAY LIFE
2013054235	MY	EnerPlex Jumpr
4-2013-005062	PH	EnerPlex Jumpr
4-2013-005439	PH	EnerPlex Kickr
4-2014-000057	PH	EnerPlex Packr
4-2013-006199	PH	EnerPlex Surfr
4-2013-	·	
00006200	PH	EnerPlex (and non-grid design)
329699	PK	EnerPlex and Design
352282	PK	EnerPlex Packr
341115	PK	EnerPlex Surfr
352281	PK	EnerPlex Packr
T1217709F	SG	EnerPlex and Design
T1307002C	SG	EnerPlex Jumpr
T1307338C	SG	EnerPlex Kickr
T1307538C	SG	EnerPlex Surfr
T13080081	SG	EnerPlex (and non-grid design)
T1402602H	SG	ALWAYS IN CHARGE
T1320809B	SG	EnerPlex Packr
T1412346E	SG	EnerPlex Fackr  EnerPlex Generatr
T1302709H	SG	TRANSFORMING EVERYDAY LIFE
	TW	
1695117		EnerPley Congrets
256735	VN	EnerPlex Generatr
2013/03984	ZA	TRANSFORMING EVERYDAY LIFE
2013/11618	ZA	EnerPlex Jumpr
2013/11619	ZA	EnerPlex Kickr
2013/13666	ZA	EnerPlex Surfr
2013/13667	ZA	EnerPlex (and non-grid design)
2013/35457	ZA	EnerPlex Packr
2013/35458	ZA	EnerPlex Packr
2014/04393	ZA	ALWAYS IN CHARGE

### **SCHEDULE 2**

### to

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

# **Patent Collateral**

US Patents (Design & Utility)

Patent No	Title/Mark	Application No	Application Date	Grant/Reg Date
7,271,333	Apparatus and Method of Production of Thin Film Photovoltaic Modules	10/197,813	07/19/2002	09/18/2007
	Flexible Photovoltaic Array With Integrated Wiring And Control Circuitry, and Associate			
7,812,247	Methods	11/877,625	10/23/2007	10/12/2010
	Machine and Process for Sequential Multi- Sublayer Deposition of Copper Indium Gallium Diselenide Compound			
8,021,905	Semiconductors	12/771,590	04/30/2010	09/20/2011
8,124,870	Systems and Processes for Bifacial Collection and Tandem Junctions Using a Flexible Thin-Film Photovoltaic Device	11/859 010	09/19/2007	02/28/2012
0,124,070	Reinforcing Structures for Thin-Film	11/858,010	09/19/2007	02/28/2012
8,207,442	Photovoltaic Device Substrates, and Associated Methods	11/737,119	04/18/2007	06/26/2012
0,207,112	Apparatus and Method for Hybrid	11//3/,119	0 1/ 10/2007	00/20/2012
	Photovoltaic Device Having Multiple, Stacked, Heterogeneous, Semiconductor			
. 8,426,725	Junctions	12/967,005	12/13/2010	04/23/2013
,	Machine and Process for Sequential Multi-	12/30/1,000	12/13/2010	0 1/23/2013
	Sublayer Deposition of Copper Indium			
	Gallium Diselenide Compound			
8,465,589	Semiconductors	12/701,449	02/05/2010	06/18/2013
D697,502	Mobile Electronic Device Case	29/429,489	08/12/2012	01/14/2014
8,648,253	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	02/11/2014
	Array of Monolithically Integrated Thin Film			
8,716,591	PhotoVoltaic Cells and Associated Methods	12/143,713	06/20/2008	05/06/2014
	Apparatus and Method for Hybrid Photovoltaic Device Having Multiple, Stacked, Heterogeneous, Semiconductor			
9,147,783	Junctions	13/770,693	02/19/2013	09/29/2015
	Multilayer Thin-Film Back Contact System For Flexible Photovoltaic Devices On Polymer			
9,209,322	Substrates	14/210,209	03/13/2014	12/08/2015
. 9,219,179	Multilayer Thin-Film Back Contact System For Flexible Photovoltaic Devices On Polymer Substrates	14/198,209	03/05/2014	12/22/2015
9,349,905	Hybrid Multi-Junction Photovoltaic Cells And Associated Methods	14/100,960	12/09/2013	05/24/2016

# **International Patents (Design & Utility)**

Country	Patent No	Title/Mark	Application No	Application Date	Grant/Reg Date
CN	ZL201330040305.1	Mobile Electronic Device Case	201330040305.1	02/17/2013	01/01/2014
CN	ZL201390000979.1	System For Housing And Powering A Battery-Operated Device And Associated Methods	201390000979.1	04/02/2013	10/07/2015
CN	ZL 201530237203.8	Photovoltaic-Based Fully Integrated Portable Power System	201530237203.8	07/06/2015	02/10/2016
ECD	002180353-0001	Mobile Electronic Device Case	002180353-0001	02/12/2013	02/12/2013
ECD	002180353-0002	Mobile Electronic Device Case	002183053-0002	02/12/2013	02/12/2013
ECD	002180353-0003	Mobile Electronic Device Case	002183053-0003	02/12/2013	02/12/2013
ECD	001429773-0001- 001429773-0007	Mobile Handheld Electronic Device Case	001429773	02/06/2015	02/06/2015
ECD	002732123-0001- 002732123-0003	Portable Battery Charging Device	002732123-0001- 002732123-0003	07/07/2015	07/07/2015
ECD	002735159-0001- 002735159-0004	Portable Energy Storage And Distribution Device	002735159-0001- 002735159-0004	07/10/2015	07/10/2015
KR	30-0727960	Mobile Electronic Device Case Apparatus and Method for	3020130007365	02/12/2013	01/28/2014
KR	10-1561453	Hybrid Photovoltaic Device Having Multiple, Stacked, Heterogeneous, Semiconductor Junctions	10-2013-7018533	12/13/2011	10/13/2015
KR	30-0860220	Photovoltaic-Based Fully Integrated Portable Equipment For Control of Electric Power	30-2015-0033874	07/06/2015	06/16/2016
TW	I526630	Subtractive Hinge and Associated Methods	102107528	03/04/2013	03/21/2016
TW	1526630	Photovoltaic Assembly and Associated Methods	102135093	09/27/2013	06/01/2016

# **US Patents Pending (Applications)**

Title/Mark	Application No	Application Date
Flexible Photovoltaic Array with Integrated Wiring and Control Circuitry, and Associated Methods	12/901,963	10/11/2010
Subtractive Hinge and Associated Methods	13/783,336	03/03/2013

Deposition Of Semiconductor Solar Absorbers Having Variable Semiconductor Composition	
Deposited In Multiple Sublayers 13/794,009 03/11/2013	
Machine And Process For Continuous, Sequential,	$\dashv$
Deposition Of Semiconductor Solar Absorbers	
Having Variable Semiconductor Composition	
Deposited In Multiple Sublayers 13/793,975 03/11/2013	,
System For Housing And Powering A Battery-	$\neg$
Operated Device And Associated Methods 13/802,713 03/14/2013	;
System For Housing And Powering A Battery-	$\exists$
Operated Device And Associated Methods 13/802,719 03/14/2013	;
Photovoltaic Assembly and Associated Methods 14/038,096 09/26/2013	;
Flexible High-Voltage Adaptable Current	$\dashv$
Photovoltaic Modules and Associated Methods 14/041,886 09/30/2013	
Systems And Methods For Thermally Managing	
High-Temperature Processes On Temperature	1
Sensitive Substrates 14/150,376 01/08/2014	
Array Of Monolitichally Integrated Thin Film	
Photovoltaic Cells And Associated Methods 14/252,485 04/14/2014	١l
Photovoltaic-Based Fully Integrated Portable Power	
System 29/513,646 01/04/2013	;
Portable Energy Storage And Distribution Device 29/514,490 01/13/2013	;
Portable Energy Storage And Distribution Device 29/514,484 01/13/2013	;
Mobile Handheld Electronic Device Case 29/516,899 02/06/2013	;
Mobile Handheld Electronic Device Case 29/516,900 02/06/2013	;
Photovoltaic-Based Fully Integrated Portable Power	
Management And Networking System 62/142,795 04/03/2013	;
Portable Battery Charging Device 29/532,451 07/07/2013	;
Multilayer Thin-Film Back Contact System For	
Flexible Photovoltaic Devices On Polymer Substrates 14/932,933 11/04/2013	;
Photovoltaic-Based Fully Integrated Portable Power	
Systems 14/987,214 01/04/2010	;
Pocket-Sized Photovoltaic-Based Fully Integrated	
Portable Power System 29/550,427 01/04/2010	;
Photovoltaic-Based Integrated Power Systems For	
Airborne Vehicles 62/275,053 01/05/2010	;
Photovoltaic-Based Fully Integrated Portable Power	
Management And Networking System 15/089,028 04/01/2010	;
Systems and Processes for Bifacial Collection and	$\neg$
Tandem Junctions Using a Thin-Film Photovoltaic	
Device 15/099,835 04/15/2016	
Hybrid Multi-Junction Photovoltaic Cells And	$\neg$
Associated Methods 15/137,696 04/25/2010	<u>.                                    </u>

### SCHEDULE 3 to INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Copyright Collateral** 

### SCHEDULE 3 to INTELLECTUAL PROPERTY SECURITY AGREEMENT

# **Copyright Collateral**

Domain Names		
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Copyrights		
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