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TO:DAVID B. JENNINGS COMPANY:7700 FORSYTH BOULEVARD, SUITE 1800

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.104/01/2011
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| | | | | |
|----------------------------|----------------------------------|----------|---------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | | |
| CONVEYING PARTY DATA | | | | |
| | Name | Formerly | Execution Date | Entity Type |
| | MEMC Electronic Materials, Inc. | | 03/17/2011 | CORPORATION: DELAWARE |
| | Solaicx | | 03/17/2011 | CORPORATION: CALIFORNIA |
| | Sun Edison LLC | | 03/17/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| | Enflex Corporation | | 03/17/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | | |
| Name: | Bank of America, N.A. | | | |
| Street Address: | 100 Federal Street | | | |
| Internal Address: | Ma5-100-09-04 | | | |
| City: | Boston | | | |
| State/Country: | MASSACHUSETTS | | | |
| Postal Code: | 02110 | | | |
| Entity Type: | a nationally chartered bank: USA | | | |
| PROPERTY NUMBERS Total: 22 | | | | |
| | Property Type | Number | Word Mark | |
| | Registration Number: | 2094250 | ENFLEX | |
| | Registration Number: | 2400584 | MAGIC DENUDED ZONE | |
| | Registration Number: | 2459810 | MDZ | |
| | Registration Number: | 2506929 | MEMC | |
| | Registration Number: | 1607247 | MEMC | |
| | Registration Number: | 3325895 | PERFECTSOI | |
| | Registration Number: | 2526106 | TECHNOLOGY IS BUILT ON US | |
| | Registration Number: | 3116254 | ADVANTA | |
| | Registration Number: | 3231772 | PERFECT SILICON | |
| | Registration Number: | 3216953 | OPTIA | |

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| | | |
|----------------------|---------|---|
| Registration Number: | 3196635 | MAKING SOLAR ELECTRICITY COST EFFECTIVE |
| Registration Number: | 3196629 | SOLAICX |
| Registration Number: | 3196631 | SOLAICX |
| Registration Number: | 3196633 | SOLAICX |
| Registration Number: | 3856361 | SEEDS |
| Registration Number: | 3439842 | SIMPLIFYING SOLAR |
| Registration Number: | 3702961 | SUNEDISON ENERGY & ENVIRONMENTAL DATA SYSTEM SEEDS |
| Registration Number: | 3426602 | SUNEDISON SIMPLIFYING SOLAR |
| Registration Number: | 3445333 | TEAM SOLAR |
| Registration Number: | 3407196 | SUNEDISON |
| Registration Number: | 3191838 | READY SOLAR |
| Registration Number: | 3316033 | SOLAR IN A BOX |

CORRESPONDENCE DATA

Fax Number: (314)612-2323
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314-621-5070
 Email: gashbrook@armstrongteasdale.com
 Correspondent Name: David B. Jennings
 Address Line 1: 7700 Forsyth Boulevard, Suite 1800
 Address Line 4: St. Louis, MISSOURI 63105

| | |
|-------------------------|------------|
| ATTORNEY DOCKET NUMBER: | 28744-3574 |
|-------------------------|------------|

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | David B. Jennings |
|--------------------|-------------------|

| | |
|------------|-------------|
| Signature: | /DBJ-ATLLP/ |
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| | |
|-------|------------|
| Date: | 04/01/2011 |
|-------|------------|

Total Attachments: 13

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TO: DAVID B. JENNINGS COMPANY: 7700 FORSYTH BOULEVARD, SUITE 1800

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 23, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Bank of America, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, the Grantors are party to an Amended and Restated Pledge and Security Agreement dated as of December 23, 2009, and amended and restated as of March 23, 2011 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the "**Trademark Collateral**"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under

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Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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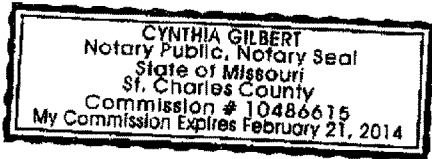
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEMC ELECTRONIC MATERIALS, INC.

By: Bradley D. Kohn
Name: Bradley D. Kohn
Title: General Counsel and Corporate Secretary

STATE OF Missouri)
COUNTY OF St. Charles) ss.

On this 17th day of March 2011 before me personally appeared Bradley D. Kohn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MEMC Electronic Materials Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



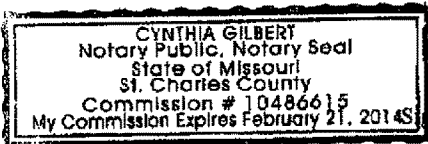
Cynthia Gilbert
Notary Public

SOLAICX

By: Bradley D. Kohn
Name: Bradley D. Kohn
Title: Authorized Officer

STATE OF Missouri)
COUNTY OF St. Charles) ss.

On this 17th day of March 2011 before me personally appeared Bradley D. Kohn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Solaicx, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Cynthia Gilbert
Notary Public

Signature Page to Trademark Security Agreement

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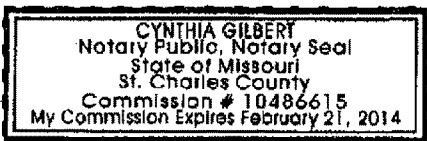
TO: DAVID B. JENNINGS COMPANY: 7700 FORSYTH BOULEVARD, SUITE 1800

SUN EDISON LLC

By: Bradley D. Kohn
Name: Bradley D. Kohn
Title: Authorized Officer

STATE OF Missouri)
COUNTY OF St. Charles) ss.

On this 17th day of March 2011 before me personally appeared Bradley D. Kohn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sun Edison LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he/she acknowledged said instrument to be the free act and deed of said corporation.



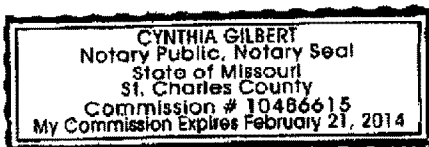
Cynthia Gilbert
Notary Public

ENFLEX CORPORATION

By: Bradley D. Kohn
Name: Bradley D. Kohn
Title: Authorized Officer

STATE OF Missouri)
COUNTY OF St. Charles) ss.

On this 17th day of March 2011 before me personally appeared Bradley D. Kohn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Enflex Corporation, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Cynthia Gilbert
Notary Public

Signature Page to Trademark Security Agreement

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Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Liliana Claar
Name: Liliana Claar
Title: Vice President

Signature Page to Trademark Security Agreement

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SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT


TRADEMARK REGISTRATIONS AND APPLICATIONS

| Grantor | Trademark Record | Trademark | Design | Status/Key Dates | Serial/Reg. App. No. |
|---------------------------------|-------------------------|--------------------|--------|---|------------------------------|
| EnFlex Corporation | US Federal Q6 f-1 | ENFLEX | | Renewed September 9, 2007 Int'l Class: 9 First Use: October 3, 1995 Filed: January 16, 1996 Published: June 17, 1997 Registered: September 9, 1997 | SN:75-043843 RN:2,094,250 |
| MEMC Electronic Materials, Inc. | US Federal Q2 f-2 | MAGIC DENUDED ZONE | | Renewed October 31, 2010 Int'l Class: 9 First Use: May 11, 2000 Filed: April 15, 1998 Published: May 4, 1999 Registered: October 31, 2000 | SN:75-468527 RN:2,400,584 |

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| Grantor | Trademark Record | Trademark | Design | Status/Key Dates | Ser./Reg./App. No. |
|---------------------------------|-------------------|-----------------|---|--|------------------------------|
| MEMC Electronic Materials, Inc. | US Federal Q2 f-3 | MDZ | | Registered 8 & 15 September 18, 2006 Int'l Class: 9 First Use: May 11, 2000 Filed: June 23, 2000 Published: March 20, 2001 Registered: June 12, 2001 | SN:76-076714 RN:2,459,810 |
| MEMC Electronic Materials, Inc. | US Federal Q2 f-4 | MEMC | | Registered 8 & 15 February 14, 2007 Int'l Class: 9 First Use: April 19, 1989 Filed: February 8, 2001 Published: August 21, 2001 November 13, 2001 | SN:76-207396 RN:2,506,929 |
| MEMC Electronic Materials, Inc. | US Federal Q2 f-5 | MEMC and Design |  | Renewed July 24, 2000 Int'l Class: 9 First Use: April 19, 1989 Filed: May 17, 1989 Published: May 1, 1990 Registered: July 24, 1990 | SN:73-800808 RN:1,607,247 |

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| Grantor | Trademark Record | Trademark | Design | Statutory Dates | Serial Reg. No. |
|---------------------------------|-------------------|---------------------------|-------------------|--|------------------------------|
| MEMC Electronic Materials, Inc. | US Federal Q2 f-6 | PERFECTSOI and Design | PerfectSOI | Registered October 30, 2007 Int'l Class: 9 First Use: December 31, 2006 Filed: December 22, 2004 Published: October 4, 2005 Allowed: December 27, 2005 | SN:78-537327 RN:3,325,895 |
| MEMC Electronic Materials, Inc. | US Federal Q2 f-7 | TECHNOLOGY IS BUILT ON US | | Registered 8 & 15 March 16, 2007 Int'l Class: 9 First Use: December, 2000 In Commerce: March, 2001 Filed: June 5, 2000 Published: March 13, 2001 Allowed: June 5, 2001 Registered: January 1, 2002 | SN:76-062723 RN:2,526,106 |
| MEMC Electronic Materials, Inc. | US Federal Q2 f-8 | ADVANTA | | Registered July 18, 2006 Int'l Class: 9 First Use: December, 1999 Filed: December 23, 2004 Published: April 25, 2006 | SN:78-537684 RN:3,116,254 |

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| Grantor | Trademark Record | Trademark | Design | Statutes Dates | Serial No. |
|---------------------------------|--------------------|---|---|--|------------------------------|
| MEMC Electronic Materials, Inc. | US Federal Q2 f-9 | PERFECT SILICON | | Registered Supplemental Register April 17, 2007 Int'l Class: 9 First Use: 2000 Filed: December 23, 2004 | SN:78-537671 RN:3,231,772 |
| MEMC Electronic Materials, Inc. | US Federal Q2 f-10 | OPTIA | | Registered March 13, 2007 Int'l Class: 9 First Use: August, 2001 Filed: December 23, 2004 Published: December 26, 2006 | SN:78-537640 RN:3,216,953 |
| Solaicx, Inc. | US Federal Q8 f-11 | MAKING SOLAR ELECTRICITY COST EFFECTIVE | Making Solar Electricity Cost Effective | Registered January 9, 2007 Int'l Class: 1, 9 First Use: January 3, 2002 Filed: March 8, 2006 Published: October 24, 2006 | SN:78-832336 RN:3,196,635 |
| Solaicx, Inc. | US Federal Q8 f-12 | SOLAICX | SOLAICX | Registered January 9, 2007 Int'l Class: 1 First Use: March 1, 2002 Filed: March 8, 2006 Published: October 24, 2006 | SN:78-832147 RN:3,196,629 |

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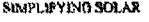
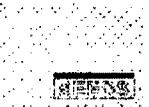

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| Owner | Trademark Record | Trademark | Design | Status/Key Date | Serial/Reg. No. No. |
|-------------------|---------------------------|-----------------------|---|--|------------------------------|
| Solaicx, Inc. | US Federal Q8 f-13 | SOLAICX | SOLAICX | Registered January 9, 2007 Int'l Class: 9 First Use: March 1, 2002 Filed: March 8, 2006 Published: October 24, 2006 | SN:78-832210 RN:3,196,631 |
| Solaicx | US Federal Q8 f-14 | SOLAICX and Design |  | Registered January 9, 2007 Int'l Class: 1, 9 First Use: March 1, 2002 Filed: March 8, 2006 Published: October 24, 2006 | SN:78-832294 RN:3,196,633 |
| Sun Edison LLC | US Federal Q11 f-15 | SEEDS | SEEDS | Registered October 5, 2010 Int'l Class: 9 First Use: 2008 November 20, Filed: February 22, 2010 Published: July 20, 2010 | SN:77-941559 RN:3,856,361 |

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| Grantor | Trademark Record | Trademark | Image | Class | Serial No. |
|----------------|---------------------|---|---|---|------------------------------|
| Sun Edison LLC | US Federal Q11 f-16 | SIMPLIFYING SOLAR |  | Registered June 3, 2008 Int'l Class: 36, 37 First Use: April 18, 2003 In Commerce: December, 2003 Int'l Class: 35, 39, 40 First Use: April 18, 2003 In Commerce: March, 2004 Filed: September 14, 2007 Published: March 18, 2008 | SN:77-279889 RN:3,439,842 |
| Sun Edison LLC | US Federal Q11 f-17 | SUNEDISON ENERGY & ENVIRONMENTAL DATA SYSTEM SEEDS and Design |  | Registered October 27, 2009 Int'l Class: 9 First Use: November 20, 2008 Filed: July 23, 2008 Published: June 2, 2009 Allowed: August 25, 2009 | SN:77-530015 RN:3,702,961 |
| Sun Edison LLC | US Federal Q11 f-18 | SUNEDISON SIMPLIFYING SOLAR and Design |  | Registered May 13, 2008 Int'l Class: 35, 36, 37, 39, 40 First Use: July 31, 2006 Filed: September 14, 2007 Published: February 26, 2008 | SN:77-279959 RN:3,426,602 |

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| Grantor | Trademark Record | Trademark | Design | Name/Key Date | SN/Reg-App No. |
|-------------------|---------------------------|------------|-----------|---|------------------------------|
| Sun Edison LLC | US Federal Q11 f-19 | TEAM SOLAR | | Registered June 10, 2008 Int'l Class: 37 First Use: December 31, 2002 Filed: September 14, 2006 Published: July 31, 2007 | SN:78-980245 RN:3,445,333 |
| Sun Edison LLC | US Federal Q11 f-20 | SUNEDISON | SunEdison | Registered April 1, 2008 Int'l Class: 36, 37 First Use: January 31, 2003 In Commerce: December 31, 2003 Int'l Class: 35, 39, 40 First Use: January 31, 2003 In Commerce: March 31, 2004 Filed: June 13, 2006 Published: August 7, 2007 October 30, 2007 | SN:78-907165 RN:3,407,196 |

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| Candidate | Trademark Record | Registered | Design | Status/Key Dates | Serial No. |
|---|---------------------------|----------------|----------------|--|------------------------------|
| Telesis Solar, Inc., Dba Ready Solar | US Federal Q12 f-21 | READY SOLAR | Ready Solar | Registered January 2, 2007 Int'l Class: 7, 9, 35, 37, 42 First Use: July 2, 2005 In Commerce: July 12, 2005 Filed: July 24, 2005 Published: October 17, 2006 | SN:78-676989 RN:3,191,838 |
| Telesis Solar, Inc., Dba Ready Solar | US Federal Q12 f-22 | SOLAR IN A BOX | Solar in a Box | Registered October 23, 2007 Int'l Class: 7 First Use: December 1, 2006 In Commerce: December 6, 2006 Filed: January 2, 2007 Published: August 7, 2007 | SN:77-074731 RN:3,316,033 |