

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
MEMC ELECTRONIC MATERIALS, INC.		09/28/2012	CORPORATION: DELAWARE
ENFLEX CORPORATION		09/28/2012	CORPORATION: DELAWARE
SOLAICX, INC.		09/28/2012	CORPORATION: CALIFORNIA
SUN EDISON LLC		09/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
NVT, LLC		09/28/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA
Street Address:	30 Hudson Street
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07320
Entity Type:	Chartered Bank: NEW YORK

PROPERTY NUMBERS Total: 24

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:	3325895	PERFECTSOI
Registration Number:	2526106	TECHNOLOGY IS BUILT ON US
Registration Number:	3116254	ADVANTA
Registration Number:	3231772	PERFECT SILICON
Registration Number:	3216953	OPTIA

CH \$615.00 2094250

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
Serial Number:	85329706	MEMC SOLEON
Serial Number:	85447913	SILVANTIS
Serial Number:	85329759	SOLPHI

CORRESPONDENCE DATA

Fax Number: 2128225096

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: nbrowand@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: One Chase Manhattan Plaza

Address Line 2: Attn: Nathaniel T. Browand

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.40900
NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	10/02/2012

Total Attachments: 20

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 28, 2012 (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 Goldman Sachs Bank USA, 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 a Pledge and Security Agreement dated as of September 28, 2012, (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 Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and 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 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.


SECTION 6. Intercreditor

Reference is made to the Intercreditor Agreement dated as September 28, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among MEMC Electronic Materials, Inc., a Delaware corporation, Bank of America N.A, as First Lien Collateral Agent (as defined therein), Goldman Sachs Bank USA, as Second Lien Collateral Agent (as defined therein) and the other persons from time to time party thereto. Notwithstanding anything herein to the contrary, the security interest granted to the

Administrative Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

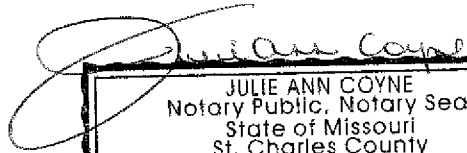
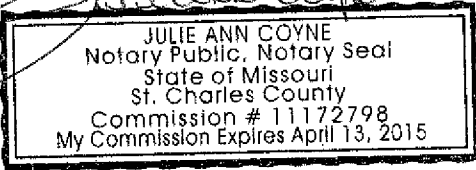
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MEMC ELECTRONIC MATERIALS, INC.

By: 
Name: Brian Wuebbels
Title: Executive Vice President and Chief
Financial Officer

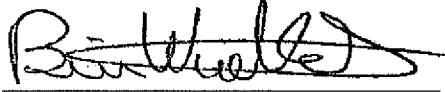
STATE OF MISSOURI)
)
COUNTY OF St. Charles) ss.

On this ____ day of September, 2012 before me personally appeared Brian Wuebbels, 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.



JULIE ANN COYNE
Notary Public, Notary Seal
State of Missouri
St. Charles County
Commission # 11172798
My Commission Expires April 13, 2015


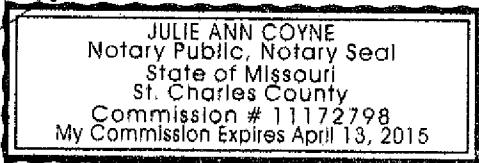
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ENFLEX CORPORATION

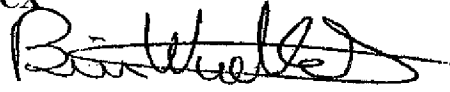
By: 
Name: Brian Wuebbels
Title: Authorized Officer

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

On this ____ day of September, 2012 before me personally appeared Brian Wuebbels, 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.


Notary Public


SOLAICX



By:

Name: Brian Wuebbels


Title: Authorized Officer

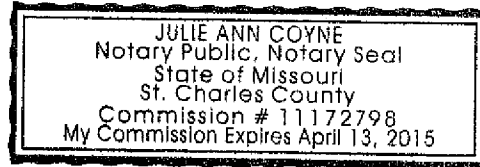
STATE OF MISSOURI)

COUNTY OF St. Charles)

ss.

On this ___ day of September, 2012 before me personally appeared Brian Wuebbels, 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.


Notary Public



SUN EDISON LLC

Brian Wuebbels

By:

Name: Brian Wuebbels

Title: Authorized Officer

STATE OF MISSOURI)

COUNTY OF St Charles)

ss.

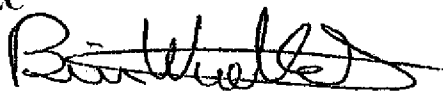
On this ____ day of September, 2012 before me personally appeared Brian Wuebbels, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sun Edison LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as duly authorized and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Julie Ann Coyne
Notary Public

JULIE ANN COYNE
Notary Public, Notary Seal
State of Missouri
St. Charles County
Commission # 11172798
My Commission Expires April 13, 2015

NVT, LLC

By:



Name: Brian Wuebbels


Title: Authorized Officer

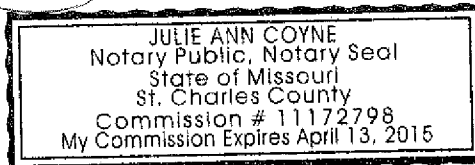
STATE OF MISSOURI)

COUNTY OF St. Charles)

ss.

On this ___ day of September, 2012 before me personally appeared Brian Wuebbels proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NVT, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as duly authorized and that he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public



Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Administrative Agent

By:


Authorized Signatory

Robert Ehudin
Authorized Signatory

MEMC Electronic Materials, Inc.
Trademark Security Agreement
Signature Page


TRADEMARK
REEL: 004871 FRAME: 0336

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS



Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser./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

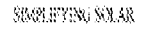
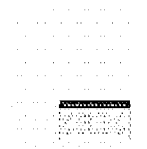
Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser./Reg./App. No.
MEMC Electronic Materials, Inc.	US Federal Q2 f-3	MDZ		Renewed May 30, 2011 Int'l Class: 9 First Use: May 11, 2000 Filed: June 23, 2000 Published: March 20, 2001 Registered: June 12, 2001	SN:76-076714 RN:2,459,810
MEMC Electronic Materials, Inc.	US Federal Q2 f-4	MEMC		Renewed November 12, 2011 Int'l Class: 9 First Use: April 19, 1989 Filed: February 8, 2001 Published: August 21, 2001 Registered: November 13, 2001	SN:76-207396 RN:2,506,929


Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser./Reg./App. No.
MEMC Electronic Materials, Inc.	US Federal Q2 f-6	PERFECTSOI and Design		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		Renewed December 15, 2011 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

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser./Reg./App. No.
MEMC Electronic Materials, Inc.	US Federal Q2 f-8	ADVANTA		Registered 8 & 15 July 17, 2012 Int'l Class: 9 First Use: December, 1999 Filed: December 23, 2004 Published: April 25, 2006	SN:78-537684 RN:3,116,254
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

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser./Reg./App. No.
Solaicx, Inc.	US Federal Q8 f-11	MAKING SOLAR ELECTRICITY COST EFFECTIVE	<i>Making Solar Electricity Cost Effective</i>	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
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

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser./Reg./App. No.
Solaicx, Inc.	US Federal Q8 f-14	SOLAICX and Design	 The logo for Solaicx features the word "Solaicx" in a stylized, lowercase font. The letters are filled with a halftone dot pattern, and the word is set against a background of horizontal lines that also have a halftone dot pattern.	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	 The logo for SEEDS consists of the word "SEEDS" in a bold, uppercase, sans-serif font.	Registered October 5, 2010 Int'l Class: 9 First Use: November 20, 2008 Filed: February 22, 2010 Published: July 20, 2010	SN:77-941559 RN:3,856,361

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser./Reg./App. 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

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser./Reg./App. No.
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
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

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser./Reg./App. No.
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 Allowed: October 30, 2007	SN:78-907165 RN:3,407,196
Sun Edison LLC	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

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser./Reg./App. No.
Sun Edison LLC	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
Green Ray, Inc.	US Federal	SUNSINE		Registered March 23, 2010 Int'l Class: 9 First Use: November 30, 2009 In commerce: November 30, 2009 Filed: December 7, 2007 Published: May 6, 2008	SN: 77/346470 RN: 3,763,842
MEMC Electronic Materials, Inc.	US Federal	MEMC SOLEON		Pending application Int'l Class: 9 Filed: May 25, 2011 Published: November 1, 2011	SN: 85/329706

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser./Reg./App. No.
MEMC Electronic Materials, Inc.	US Federal	SILVANTIS		Pending application Int'l Class: 9 Filed: October 14, 2011 Published: March 27, 2012	SN: 85/447913
MEMC Electronic Materials, Inc.	US Federal	SOLPHI		Pending application Int'l Class: 9 Filed: May 25, 2011 Published: October 18, 2011	SN: 85/329759