

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
SunEdison, Inc.	FORMERLY MEMC Electronic Materials, Inc.	01/15/2014	CORPORATION: DELAWARE
EnFlex Corporation		01/15/2014	CORPORATION: DELAWARE
Fotowatio Renewable Ventures, Inc.		01/15/2014	CORPORATION: DELAWARE
Sun Edison LLC		01/15/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	100 Plaza One, 6th Floor
Internal Address:	Mail Stop: JCY03-0699
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311-3901
Entity Type:	Bank (National Association): UNITED STATES

PROPERTY NUMBERS Total: 19

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 \$490.00 2094250

Registration Number:	3856361	SEEDS
Registration Number:	3439842	SIMPLIFYING SOLAR
Registration Number:	3702961	SUNEDISON ENERGY & ENVIRONMENTAL DATA SY
Registration Number:	3426602	SUNEDISON SIMPLIFYING SOLAR
Registration Number:	3445333	TEAM SOLAR
Registration Number:	3407196	SUNEDISON
Registration Number:	3316033	SOLAR IN A BOX
Serial Number:	85815065	SMARTTRACKER
Registration Number:	4396795	SILVANTIS
Registration Number:	4165926	ORO VERDE

CORRESPONDENCE DATA

Fax Number: 2127557306
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212.326.3939
Email: NYTEF@JONESDAY.COM
Correspondent Name: Susan M. O'Connor
Address Line 1: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	693468-740002
NAME OF SUBMITTER:	Susan O'Connor
Signature:	/Susan O'Connor/
Date:	01/23/2014

Total Attachments: 16
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TRADEMARK

REEL: 005198 FRAME: 0644

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 15, 2014 (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 Deutsche Bank AG New York Branch, 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 that certain Pledge and Security Agreement dated as of December 20, 2013 (the “**Security Agreement**”) among 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 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 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 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 unless the Administrative Agent shall determine otherwise.

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

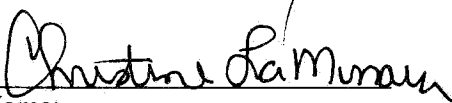
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By: 
Name: **EVERARDUS J. ROZING**
Title: **VICE PRESIDENT**

By: 
Name:
Title: **Christine LaMotte**
Assistant Vice President

[Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Sun Edison US Trademark Disclosure

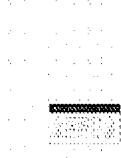

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.Reg.App. No.
EnFlex Corporation	US Federal Q6 f-1	ENFLEX		Renewed September 9, 2007 Int'l Class: 9 First Use: October 3, 1995 Filed: January 16, 1996 Published: June 17, 1997 Registered: September 9, 1997	SN:75043843 RN:2094250
MEMC Electronic 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:75468527 RN:2400584

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:76076714 RN:2459810
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:76207396 RN:2506929

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.Reg.App. No.
SunEdison, Inc.	US Federal Q2 f-6	PERFECTSOI and Design	<i>PerfectSOI</i>	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:78537327 RN:3325895
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:76062723 RN:2526106

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:78537684 RN:3116254
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:78537671 RN:3231772
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:78537640 RN:3216953

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.Reg.App. No.
Sun Edison LLC	US Federal Q11 f-15	SEEDS	SEEDS	Registered October 5, 2010 Int'l Class: 9 First Use: November 20, 2008 Filed: February 22, 2010 Published: July 20, 2010	SN:77941559 RN:3856361
Sun Edison LLC	US Federal Q11 f-16	SIMPLIFYING SOLAR	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:77279889 RN:3439842

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.Reg.App. No.
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:77530015 RN:3702961
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:77279959 RN:3426602

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.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:78980245 RN:3445333
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:78907165 RN:3407196

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:77074731 RN:3316033
Sun Edison LLC	US Federal	SMARTRACKER		Pending application Filed: January 3, 2013	SN: 85815065
SunEdison, Inc.	US Federal	SILVANTIS		Registered September 3, 2013 Int'l Class: 9 Filed: October 14, 2011 Published: March 27, 2012	SN: 85447913 RN: 4396795

Undisclosed Trademarks

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.Reg.App. No.
Fotowatio Renewable Ventures, Inc.	US Federal	ORO VERDE		Registered June 26, 2012	SN: 85976660 RN: 4165926