

11-21-2001



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101900051

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 11-2101

MEMC Electronic Materials, Inc.

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Citicorp USA, Inc.
Internal
Address: Attention of David Grabar

Street Address: 2 Penns Way, Suite 200

City: New Castle State: DE Zip: 19720

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 13, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/207,396

B. Trademark Registration No.(s)

2,400,584

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paul Shim

Internal Address: Clery, Gottlieb, Steen & Hamilton

Street Address: One Liberty Plaza

City: New York State: N.Y. Zip: 10006

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$165

 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian W. Crist Brian W. Crist 11/21/01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

11-2101

11/21/2001 6TDW11 00000034 76207396
01 FC:481 40.00 OP
02 FC:482 125.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002397 FRAME: 0857

Additional Names of Conveying Parties under Item 1 of the Recordation Form Cover Sheet

MEMC Pasadena, Inc.

PlasmaSil, L.L.C.

SiBond, L.L.C.

MEMC Southwest Inc.

MEMC International, Inc.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT made as of this thirteenth day of November, 2001 (the "Agreement").

By and among:

Grantors (as defined herein)

-and-

Collateral Agent (as defined herein)

WHEREAS, in accordance with the SECURITY AGREEMENT dated as of November 13, 2001, (as amended from time to time, the "Revolver Security Agreement") among MEMC ELECTRONIC MATERIALS, INC., (the "Borrower"), each subsidiary of Borrower listed on Schedule I hereto (each such subsidiary individually a "Subsidiary" or a "Guarantor" and, collectively, the "Subsidiaries" or "Guarantors"; and the Guarantors and Borrower are referred to collectively herein as the "Grantors") and CITICORP USA, INC., a Delaware corporation, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Revolver Security Agreement), which is attached as an exhibit to the revolving credit agreement among the Borrower, the lenders from time to time party thereto (the "Lenders") and CITICORP USA, INC., as administrative agent for the Lenders, the Grantors have agreed to grant to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in, among other things, the Trademarks (as defined herein).

NOW THEREFORE, in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

1. As used herein, the following terms shall have the following meanings:

"Trademarks" means all of the registered United States trademarks and pending United States trademark applications listed on Schedule II.

2. As security for the payment or performance, as the case may be, in full of the Revolver Obligations (as defined in the Revolver Security Agreement), each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and

transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to all of the Trademarks.

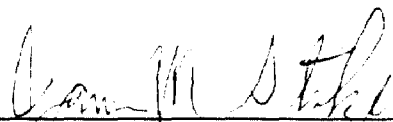
3. This Agreement is made to secure the satisfactory performance and payment of all the Revolver Obligations, as such term is defined in the Revolver Security Agreement. Upon termination or release under Section 7.15 of the Revolver Security Agreement, the Collateral Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement. Additionally, upon such satisfaction, Collateral Agent shall reasonably cooperate with any efforts made by Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of the Agreement and any security interest in, to or under the subject collateral.

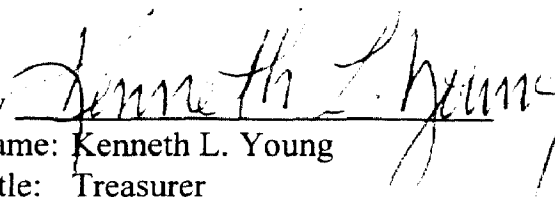
4. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for the benefit of the Secured Parties under the Revolver Security Agreement. The Revolver Security Agreement (and all rights and remedies of the Collateral Agents and Secured Parties) shall remain in full force and effect in accordance with its terms. The rights and remedies of the Collateral Agent and Secured Parties with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

5. This Agreement may be executed in any number of 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 instrument.

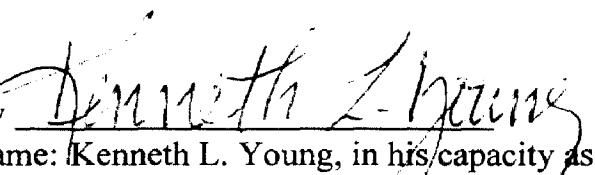
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MEMC ELECTRONIC MATERIALS, INC.

By 
Name: James M. Stolze
Title: Executive Vice President,
Chief Financial Officer

By 
Name: Kenneth L. Young
Title: Treasurer

EACH OF THE OTHER GUARANTORS
LISTED ON SCHEDULE I HERETO,

By 
Name: Kenneth L. Young, in his capacity as
Treasurer for each of the other Guarantors
listed on Schedule I hereto

CITICORP USA, INC., as Administrative
Agent and Collateral Agent

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MEMC ELECTRONIC MATERIALS, INC.

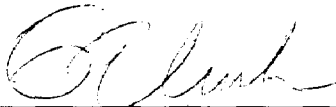
By _____
Name: James M. Stolze
Title: Executive Vice President,
Chief Financial Officer

By _____
Name: Kenneth L. Young
Title: Treasurer

**EACH OF THE OTHER GUARANTORS
LISTED ON SCHEDULE I HERETO,**

By _____
Name: Kenneth L. Young, in his capacity as
Treasurer for each of the other Guarantors
listed on Schedule I hereto

**CITICORP USA, INC., as Administrative
Agent and Collateral Agent**

By  _____
Name:
Title: **EDWARD T. CROOK
Managing Director and Vice President**

SCHEDULE I
GUARANTORS

MEMC Pasadena, Inc. (United States)

PlasmaSil, L.L.C. (United States)

SiBond, L.L.C. (United States)

MEMC Southwest Inc. (United States)

MEMC International, Inc. (United States)

SCHEDULE II

TRADEMARKS

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASS
<u>MAGIC DENUEDED ZONE</u>							
UNITED STATES	MEMC2132	4/15/98	75/468,527	10/31/00	2,400,584	REGISTERED	9
<u>MDZ</u>							
UNITED STATES	MEMC2726	6/23/00	76/076,714	6/12/01	2,459,810	REGISTERED	9
<u>MEMC</u>							
UNITED STATES	MEMC2891	2/8/01	76/207,396			PENDING	9
<u>MEMC & DESIGN</u>							
UNITED STATES	MEMC1155	5/17/89	73/800,808	7/24/90	1,607,247	REGISTERED	9
<u>TECHNOLOGY IS BUILT ON US</u>							
UNITED STATES	MEMC2749	6/5/00	76/062,723			ALLOWED	9

YIELD GUARD

UNITED STATES

2/19/82

73/351095

1,245, 851 REGISTERED

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