

12-28-2001



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

101927458

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

1. Name of conveying party(ies):

MEMC Electronic Materials, Inc.

- Individual(s) Association General Partnership Limited Partnership [X] Corporation-State of Delaware Other

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

3. Nature of conveyance:

- Assignment Merger [X] Security Agreement Change of Name Other

Execution Date: December 21, 2001

2. Name and address of receiving party(ies)

Name: Citicorp USA, Inc.

Internal Address: Attention of David Grabar

Address: 2 Penns Way, Suite 200 Street Address: New Castle DE 19720 City: State: Zip:

- Individual(s) citizenship Association General Partnership Limited Partnership [X] Corporation-State 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 [X] No

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 [XX] Yes [] No

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

Name: Paul Shim

Internal Address: Cleary, Gottlieb, Steen & Hamilton

Street Address: One Liberty Plaza

City: New York State: NY Zip: 10006

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00

- [X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Brian Crist Name of Person Signing

Brian v. Crist Signature

12-27-01 Date

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

12/28/2001 DBYRNE 00000159 76207396 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 40.00 OP 02 FC:482 125.00 OP

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.

MEMC Holdings Corporation

Additions to Item Number 4 of the Recordation Cover Sheet

Trademark Application Numbers	Trademark Registration Numbers
2,459, 810	76,062, 723
1,245, 851	
1,607, 247	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT made as of this 21st day of December, 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 December 21, 2001, (as amended from time to time, the "Revolver Security Agreement") among MEMC ELECTRONIC MATERIALS, INC., a Delaware corporation (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 Revolving Credit 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 and to all of the Trademarks.

3. This Agreement is made to secure the satisfactory performance and payment of all the Revolving Credit Obligations, as such term is defined in the Revolver Security Agreement. Upon termination of the Revolver Security Agreement or release of a Grantor's obligations thereunder, the Collateral Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantors or a Grantor, as the case may be, an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement. Additionally, upon such satisfaction, the Collateral Agent shall reasonably cooperate with any efforts made by a 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.

By _____

Name: James M. Stolze

Title: Executive Vice President,
Chief Financial Officer

By _____

Name: Kenneth L. Young

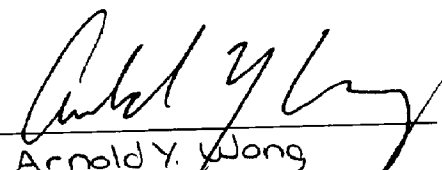
Title: Treasurer

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

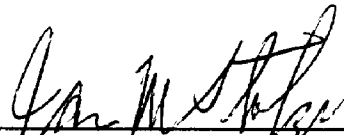
CITICORP USA, INC., as Administrative
Agent and Collateral Agent

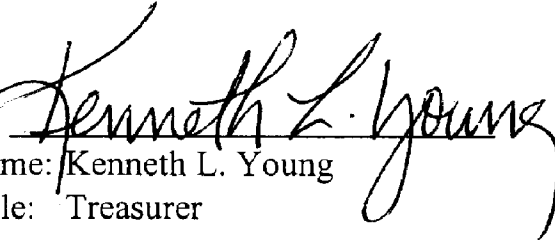
By  _____

Name: Arnold Y. Wong

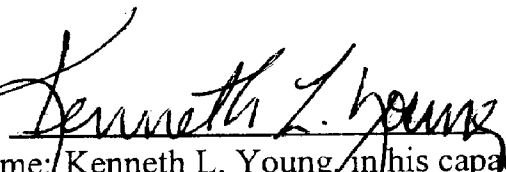
Title: Vice President

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:

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)

MEMC Holdings Corporation (United States)

SCHEDULE II

TRADEMARKS

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASS
<u>MAGIC DENUDED 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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