

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

3-19-03 RECORDS TRADE



102404849

DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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 Corporation-State Delaware Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: March 3, 2003

2. Name and address of receiving party(ies)

Name: Citicorp USA, Inc. Internal Address: Attention of David Graber

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

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

A. Trademark Application No.(s) See Attachment A

B. Trademark Registration No.(s) See Attachment A

Additional number(s) attached Yes No

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

Name: Brian Crist 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: 5

7. Total fee (37 CFR 3.41): \$ 140

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Brian W. Crist Name of Person Signing

Signature

3/18/03 Date

Total number of pages including cover sheet, attachments, and document: 9

03/28/2003 ECDOPER 00000115 2400584

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

01 FC:8521 40.00 OP 02 FC:8522 100.00 OP

ADDITIONAL NAMES OF CONVEYING PARTIES FOR TRADEMARK RECORDATION
COVER SHEET

Additional Names of Conveying Parties

MEMC Pasadena, Inc. (Delaware Corporation)
PlasmaSil, L.L.C. (Delaware Corporation)
SiBond, L.L.C. (Delaware Corporation)
MEMC Southwest Inc. (Delaware Corporation)
MEMC International, Inc. (Delaware Corporation)
MEMC Holdings Corporation (Delaware Corporation)

ATTACHMENT A TO THE TRADEMARK RECORDATION COVER SHEET

U.S. Registered Trademarks
2,400,584
2,459,810
2,526,106
2,506,929
1,607,247

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT made as of this 3rd day of March, 2003 (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 March 3, 2003, (as amended from time to time, the "Investor 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 Investor 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"), the Collateral Agent 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. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Investor Revolver Security Agreement. 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 Investor Revolver Obligations, 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, which Trademarks shall hereafter constitute Collateral.

3. This Agreement is made to secure the satisfactory performance and payment of all the Investor Revolver Obligations. Upon termination of the Investor 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

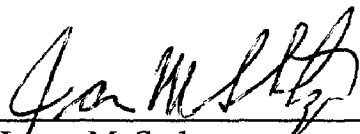
Agreement. Additionally, upon such satisfaction, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the subject collateral.

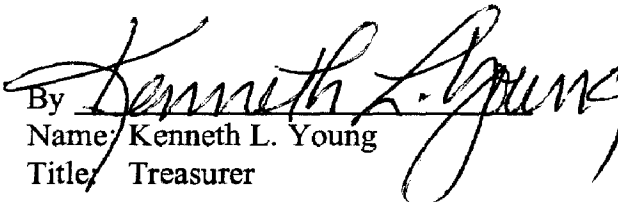
4. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for the benefit of the Secured Parties under the Investor Revolver Security Agreement. The Investor Revolver Security Agreement (and all rights and remedies of the Collateral Agent 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 Investor Revolver 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.

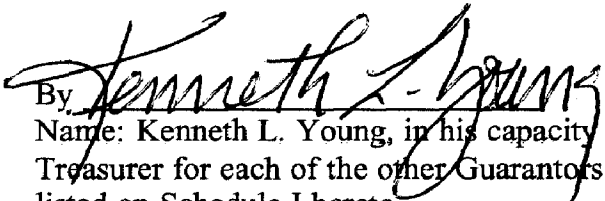
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

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 _____

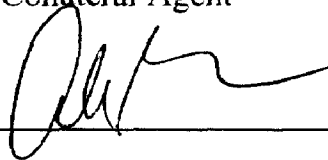
Name: Kenneth L. Young, in his capacity as
Treasurer for each of the other Guarantors
listed on Schedule I hereto

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

By _____

Name:

Title:



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)

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[New York #1088403 v2]

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k #1128636 v1]

TRADEMARK
REEL: 002702 FRAME: 0081

Schedule II to the Trademark Security Agreement

U.S. Registered Trademarks
2,400,584
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2,526,106
2,506,929
1,607,247