

## 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
Energy Conversion Systems Holdings, LLC		06/14/2004	Limited Liability Company:
ECSIP, Inc.		06/14/2004	CORPORATION:

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	335 Madison Avenue, 11th Flr
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION:

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1007288	MIDWEST

## CORRESPONDENCE DATA

Fax Number: (404)572-5149

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 404-572-2491

Email: tmccleannon@kslaw.com

Correspondent Name: Talisha McCleannon

Address Line 1: King &amp; Spalding LLP

Address Line 2: 191 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:

Eduardo Waite/Georgia Bar # 730297

Total Attachments: 5

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2004 (together with all amendments, if any, from time to time hereto, this "Trademark Security Agreement"), by ENERGY CONVERSION SYSTEMS HOLDINGS, LLC, a Delaware limited liability company ("Energy"), and ECSIP, INC., a Delaware corporation ("ECSIP", each of Energy and ECSIP referred to herein individually as a "Grantor" and collectively as the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantors, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Borrower and guaranteed by ECSIP;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

[signature page follows]

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

ENERGY CONVERSION SYSTEMS  
HOLDINGS, LLC

By: Matthew J. Julez  
Name:  
Title:

ECSIP, INC.

By: Matthew J. Julez  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: \_\_\_\_\_  
Name:  
Its Duly Authorized Signatory

*Trademark Security Agreement*

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

ENERGY CONVERSION SYSTEMS  
HOLDINGS, LLC

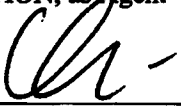
By: \_\_\_\_\_  
Name:  
Title:

ECSIP, INC.

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By:  \_\_\_\_\_  
Name: Kenneth Li  
Its Duly Authorized Signatory

*Trademark Security Agreement*

TRADEMARK  
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**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

*TRADEMARK REGISTRATIONS*

<b>Trademark</b>	<b>Country</b>	<b>Number</b>	<b>Regis. Date</b>
KRUG	BRAZIL	003289770	May 9, 1976
K KRUG	BRAZIL	817677348	February 20, 1996
MIDWEST	USA	1007288	March 25, 1975

*TRADEMARK APPLICATIONS*

None