

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Citicorp, USA

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 08/02/05

- Assignment Merger
- Security Agreement Change of Name
- Other Release of Security Interests

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MEMC Electronic Materials, Inc.

Internal

Address: _____

Street Address: 501 Pearl Drive

City: St. Peters

State: MO

Country: USA Zip: 63376

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See attached

B. Trademark Registration No.(s)
See attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: BRYAN CAVE LLP

Internal Address: Roxana Wizorek

Street Address: 211 North Broadway, Suite 3600

City: St. Louis

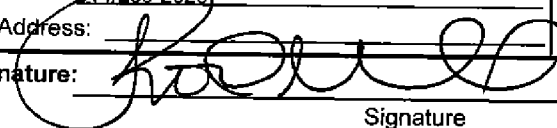
State: MO Zip: 63102

Phone Number: 314/259-2000

Fax Number: 314/259-2020

Email Address: _____

9. Signature:



Signature

Date

Roxana Wizorek

Name of Person Signing

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-4467

Authorized User Name Roxana Wizorek

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$165.00 024467 76207396

Schedule A

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

1,607,247

REGISTERED

020

RELEASE OF SECURITY INTERESTS

WHEREAS, pursuant to the Trademark Security Agreement made as of November 13, 2001 (the "November Trademark Security Agreement"), by and among MEMC Electronic Materials, Inc. (the "Borrower") and each of the Borrower's subsidiaries listed on Schedule I to the November Trademark Security Agreement (together with the Borrower, the "November Grantors") and Citicorp USA, Inc. ("Citicorp"), as collateral agent for the Secured Parties (as defined therein), the November Grantors granted to Citicorp for the benefit of such Secured Parties a continuing security interest in the Trademarks (as defined therein); and

WHEREAS, pursuant to the Trademark Security Agreement made as of December 20, 2001 (the "December Trademark Security Agreement"), by and among the Borrower and each of the Borrower's subsidiaries listed on Schedule I to the December Trademark Security Agreement (together with the Borrower, the "December Grantors") and Citicorp, as collateral agent for the Secured Parties (as defined therein), the December Grantors granted to Citicorp for the benefit of such Secured Parties a continuing security interest in the Trademarks (as defined therein); and

WHEREAS, pursuant to the Trademark Security Agreement made as of March 3, 2003 (the "March Trademark Security Agreement" and together with the November Trademark Security Agreement and December Trademark Security Agreement, the "Trademark Security Agreements"), by and among the Borrower and each of the Borrower's subsidiaries listed on Schedule I to the March Trademark Security Agreement (together with the Borrower, the "March Grantors" and collectively with the November Grantors and December Grantors, the "Grantors") and Citicorp, as collateral agent for the Secured Parties (as defined therein and together with the Secured Parties under the November Trademark Security Agreement and December Trademark Security Agreement, the "Secured Parties"), the March Grantors granted to Citicorp for the benefit of such Secured Parties a continuing security interest in the Trademarks (as defined therein); and

WHEREAS, the security offered by the Grantors under the Trademark Security Agreements includes each of the trademark applications and/or registrations identified on Schedule A attached hereto (the "Released Trademark Collateral"); and

WHEREAS, the security interests held by Citicorp in the Released Trademark Collateral pursuant to the November Security Agreement were recorded in the United States Patent and Trademark Office on November 21, 2001, at Reel 2397, Frame 0805; and

WHEREAS, the security interests held by Citicorp in the Released Trademark Collateral pursuant to the December Trademark Security Agreement were recorded in the United States Patent and Trademark Office on December 28, 2001, at Reel 2413, Frame 0946; and

WHEREAS, the security interests held by Citicorp in the Released Trademark Collateral pursuant to the March Trademark Security Agreement were recorded in the United States Patent and Trademark Office on March 19, 2003, at Reel 2702, Frame 0074; and

WHEREAS, pursuant to paragraph 3 of each of the Trademark Security Agreements, Citicorp is authorized to terminate and release the security interests it holds for the benefit of the Secured Parties in the Released Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Citicorp does hereby terminate and release any of its rights, title and security interests in and to the Released Trademark Collateral and authorizes the recordation of this Release of Security Interests in the United States Patent and Trademark Office; and, in accordance with paragraph 3 of each of the Trademark Security Agreements, Citicorp agrees to reasonably cooperate with any efforts made by a Grantor to terminate the Trademark Security Agreements and/or release any security interests in, to or under the subject collateral thereunder at the sole expense of the Grantors.

IN WITNESS WHEREOF, Citicorp has caused this RELEASE OF SECURITY INTERESTS to be executed and delivered as of the 2nd day of August, 2005.

CITICORP USA, INC.

By: *Suzanne Crymes*
Its: SUZANNE CRYMES
Vice President
Dated: 8/02/05

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 2nd day of August, 2005, before me, appeared Suzanne Crymes, to me personally known, who being by me duly sworn, did say that she/he is the Vice President of Citicorp USA, Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed by notarial seal at my office in New York City, the day and year last above written

Denise C. Perry
Notary Public in and for
said County and State

My Commission Expires:
DENISE C. PERRY
Notary Public State Of New York
No. 01PE6045304
Qualified in Nassau County
Commission Expires: 07/31/20 06

"Certificate filed New York County"