

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse, Cayman Islands Branch		03/26/2009	Swiss Bank: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNPOWER CORPORATION		
<b>Street Address:</b>	3939 N. 1ST STREET		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95134		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2690090	SUNPOWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-326-3939		
<b>Email:</b>	NYTEF@JONESDAY.COM		
<b>Correspondent Name:</b>	JONES DAY		
<b>Address Line 1:</b>	222 East 41st Street		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	David Sikes		
<b>Signature:</b>	/David Sikes/		
<b>Date:</b>	04/16/2009		
Total Attachments: 3			

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**TRADEMARK  
 REEL: 003971 FRAME: 0211**

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CREDIT SUISSE,  
CAYMAN ISLANDS BRANCH  
Eleven Madison Avenue  
New York, NY 10010

March 26, 2009

SunPower Corporation  
430 Indio Way  
Sunnyvale, California 94086  
Attention: Emmanuel T. Hernandez  
Telecopy: (408) 739-7713

Re: Credit Agreement, dated as of December 2, 2005 (as heretofore amended, supplemented or otherwise modified, the "*Credit Agreement*"), among SunPower Corporation (the "*Borrower*"), the several lenders from time to time parties to the Credit Agreement, and Credit Suisse, Cayman Islands Branch, as administrative agent (in such capacity, the "*Administrative Agent*"). Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Credit Agreement.

Ladies and Gentlemen:


This letter is to confirm that the Loans under the Credit Agreement have been repaid, the Commitments thereunder have been terminated and the security interests, mortgages, liens, charges, hypothecs, account control agreements and pledges granted in favor of the Administrative Agent for the benefit of the Lenders and any other Secured Parties under the Security Documents, including (i) the Guaranty and Collateral Agreement, dated as of December 2, 2005, made by the Borrower and the other grantors referred to therein in favor of the Administrative Agent, (ii) the Deposit Account Control Agreement, dated December 29, 2005, among the Borrower, the Administrative Agent and Silicon Valley Bank, (iii) the Securities Account Control Agreement, dated December 29, 2005, among the Borrower, the Administrative Agent and Silicon Valley Bank, and (iv) the Trademark Security Agreement, dated as of December 2, 2005, among the Borrower and the Administrative Agent have been discharged, terminated and released (without recourse and without representation or warranty), except with respect to such obligations as expressly survive the termination of such agreements. Nothing contained herein shall have the effect of limiting any Obligations of the Borrower or any other Loan Party that survive the repayment of the Loans and the termination of the Commitments or the termination of the Credit Agreement or any Security Document.

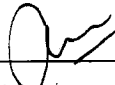
The Borrower and its representatives and designees are hereby authorized to file on behalf of the Administrative Agent (at the Borrower's sole cost and expense) any UCC-3 financing statement amendments, mortgage discharges, intellectual property security releases, and other releases, discharges, acquittances, mainlevées or terminations necessary to evidence the release and termination of the Liens under the Security Documents contemplated by this letter agreement. Upon the written request and at the expense of the Borrower, the Administrative Agent will promptly execute and deliver any and all further instruments and documents and take such further action as the Borrower may reasonably request to effectuate, evidence or reflect of public record, the release of the security interests and liens referred to in this letter agreement.

[Signature page follows]

Very truly yours,

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,  
as Administrative Agent

By:   
Name: MIKHAIL FAYBUSOVICH  
Title: VICE PRESIDENT

By:   
Name: SHAHEEN MALIK  
Title: VICE PRESIDENT

Agreed to and accepted by:

SUNPOWER CORPORATION

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

[Payoff Confirmation]

TRADEMARK  
REEL: 003971 FRAME: 0214

Very truly yours,


CREDIT SUISSE, CAYMAN ISLANDS BRANCH,  
as Administrative Agent

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

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

Agreed to and accepted by:

SUNPOWER CORPORATION

By:   
Name: Dennis J. Arriola  
Title: SUP: CFO

[Payoff Confirmation]