

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
EVERGREEN SOLAR, INC.		04/26/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	633 West Fifth Street, 24th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2184502	EVERGREEN SOLAR	
Serial Number:	77395438	EVERGREENSOLAR	
Serial Number:	77791192	STRING RIBBON	
Serial Number:	77137345	THINK BEYOND	
Serial Number:	75561122		
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650-496-7543		
Email:	nbouch@wsgr.com		
Correspondent Name:	WSGR, c/o Nancy Bouch, Senior Paralegal		
Address Line 1:	650 Page Mill Road		
Address Line 2:	FH 2-1 P10		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	16610.064		

CH \$140.00 2184502

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TRADEMARK
REEL: 004197 FRAME: 0523

NAME OF SUBMITTER:	Nancy Bouch
Signature:	/s/Nancy Bouch
Date:	05/03/2010
Total Attachments: 4 source=Evergreen - Grant of Security Interest in Trademarks#page1.tif source=Evergreen - Grant of Security Interest in Trademarks#page2.tif source=Evergreen - Grant of Security Interest in Trademarks#page3.tif source=Evergreen - Grant of Security Interest in Trademarks#page4.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 26, 2010, is made by and between EVERGREEN SOLAR, INC., a Delaware corporation (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, as collateral agent (the "Secured Party"; the Secured Party and the Grantor, collectively the "Parties"). All capitalized terms not otherwise defined herein shall have the respective meanings given in the Security Agreement (defined below).

A. Reference is made to the Pledge and Security Agreement dated as of April 26, 2010, by and among the Grantor, the other grantors from time to time party thereto and the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to the Secured Party a security interest in, and lien on, the intellectual property owned by the Grantor, including the Trademarks and all proceeds of the foregoing; and

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedule I annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Debtor hereby grants to Secured Party a security interest to secure the prompt payment, performance and observance of the Secured Obligations, in all right, title and interest of Debtor in and to the following property, whether now owned or hereafter acquired by Debtor:

All United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in Schedule I (as such schedule may be amended or supplemented from time to time), all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks").

2. Schedule I hereof constitutes a complete list, as of the date hereof, of all United States registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule I in order to maintain such schedules completeness or accuracy.

3. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is: U.S. Bank National Association, as Collateral Agent
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Grant of Security Interest in
Trademarks to be duly executed and delivered as of the date first above written.

EVERGREEN SOLAR, INC.

By: Michael E. Heller
Name:
Title:

Schedule I

Trademark Registrations and Applications

Trademark	Application/ Registration No.	Application/ Registration Date
EVERGREEN SOLAR	App. No. 75/078,089 Reg. No. 2184502	Application date: March 25, 1996 Registered date: August 25, 1998
EVERGREENSOLAR (plus design)	App. No. 77/395,438	Application date: February 12, 2008
STRING RIBBON	App. No. 77/791,192	Application date: July 28, 2009
THINK BEYOND	App. No. 77/137,345	Application date: March 22, 2007
DESIGN	App. No. 75/561122 Reg. No. 2290230	