

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GT CRYSTAL SYSTEMS, LLC		12/13/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG AS COLLATERAL AGENT		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3523763	HEM	
Registration Number:	3596183	FAST	
Registration Number:	1150725	CRYSTAL SYSTEMS	
Registration Number:	1084417		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(800)494-7512		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-370-4761		
<b>Email:</b>	ecallahan@nationalcorp.com		
<b>Correspondent Name:</b>	Elspeth Callahan		
<b>Address Line 1:</b>	1100 G St NW Suite 420		
<b>Address Line 2:</b>	National Corporate Research		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F130801		

OP \$115.00 3523763

**900178713**

**TRADEMARK  
 REEL: 004433 FRAME: 0374**

NAME OF SUBMITTER:	Karen S. Cottrell
Signature:	/Karen S. Cottrell/
Date:	12/14/2010
<b>Total Attachments: 8</b> source=GT Crystal - Trademark SA#page2.tif source=GT Crystal - Trademark SA#page3.tif source=GT Crystal - Trademark SA#page4.tif source=GT Crystal - Trademark SA#page5.tif source=GT Crystal - Trademark SA#page6.tif source=GT Crystal - Trademark SA#page7.tif source=GT Crystal - Trademark SA#page8.tif source=GT Crystal - Trademark SA#page9.tif	

## TRADEMARK SECURITY AGREEMENT

### (Trademarks, Trademark Registrations and Trademark Applications)

WHEREAS, each of the entities listed on the signature pages hereof (individually, a “**Lien Grantor**”, and collectively, the “**Lien Grantors**”) owns the Trademark Collateral (as defined below);

WHEREAS, GT Solar International, Inc. (the “**Borrower**”), the Lenders party thereto, and Credit Suisse AG, as Administrative Agent and Collateral Agent, are parties to the Credit Agreement dated as of December 13, 2010 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) the Guarantee and Collateral Agreement dated as of December 13, 2010 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantors have guaranteed certain obligations of the Borrower and have secured each such guarantee (the “**Lien Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee, to secure such Lien Grantor’s Secured Guarantee, a continuing security interest in all of the Lien Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in **Schedule 1** hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection

with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in **Schedule 1** hereto) or for injury to the goodwill associated with any of the foregoing.

Notwithstanding any provision of this Trademark Security Agreement to the contrary, the grant of a security interest hereunder does not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all U.S. Trademark applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

Each Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

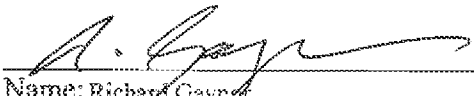
Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, each Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Lien Grantor to the Grantee pursuant to the Security Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, each Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 13 day of December, 2010.

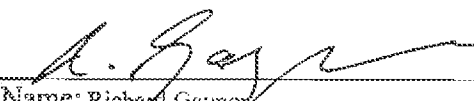
**Lien Grantors:**

GT SOLAR INCORPORATED

By:   
Name: Richard Gaynor  
Title: Vice President and Chief Financial Officer

GT CRYSTAL SYSTEMS, LLC

By: GT Solar Incorporated,  
its Sole Member

By:   
Name: Richard Gaynor  
Title: Vice President and Chief Financial Officer

**Acknowledged:**

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Collateral Agent

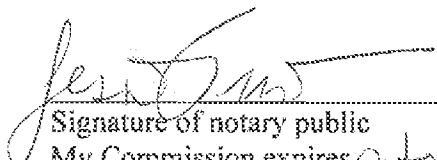
By: \_\_\_\_\_  
Name: Shaheen Malik  
Title: Vice President

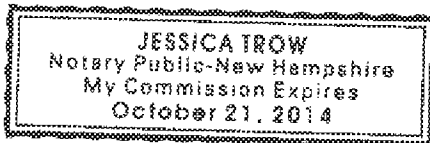
By: \_\_\_\_\_  
Name: K. SUDHDEW  
Title: ASSOCIATE

STATE OF New Hampshire )  
 ) ss.:  
COUNTY OF Hillsborough )

I, Jessica Trow, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Richard Kayner, on behalf of GT Solar Incorporated, the Sole Member of GT Crystal Systems, LLC (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 13 day of December, 2010.

  
Signature of notary public  
My Commission expires October 21, 2014



STATE OF New Hampshire )  
 ) ss.:  
COUNTY OF Hillsborough )

I, Jessica Trow, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Richard Caynor of GT Solar Incorporated (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 13 day of December, 2010.


  
Signature of notary public  
My Commission expires October 21, 2014



**Schedule 1  
to Trademark  
Security Agreement**

**GT CRYSTAL SYSTEMS, LLC**

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Record Owner</b>
HEM	77415220	3523763	GT Crystal Systems, LLC
FAST	77376592	3596183	GT Crystal Systems, LLC
CRYSTAL SYSTEMS	73163474	1150725	GT Crystal Systems, LLC
	73092027	1084417	GT Crystal Systems, LLC

**U.S. TRADEMARK APPLICATIONS**

None.

**GT SOLAR INCORPORATED**

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Record Owner</b>
GT SOLAR	78036356	2612767	GT Solar Incorporated

**U.S. TRADEMARK APPLICATIONS**

None.

SC-2

(NY) 08014/647/SA/Trademark.SA.doc