

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
Solyndra LLC (formerly known as Solyndra Fab 2 LLC)		02/23/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	100 Wall Street, Suite 1600		
Internal Address:	Corporate Trust Services		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3735351	SOLYNDRA	
Registration Number:	3735346	SOLYNDRA	
Registration Number:	3832292		
Serial Number:	77322120	OMNIFACIAL	
Registration Number:	3806693	THE NEW SHAPE OF SOLAR	
CORRESPONDENCE DATA			
Fax Number:	(949)475-4754		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		

CH \$140.00 3735351

ATTORNEY DOCKET NUMBER:	50573-00015
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	03/01/2011
Total Attachments: 5 source=C5 Trademark Security Agreement - FULLY EXECUTED#page1.tif source=C5 Trademark Security Agreement - FULLY EXECUTED#page2.tif source=C5 Trademark Security Agreement - FULLY EXECUTED#page3.tif source=C5 Trademark Security Agreement - FULLY EXECUTED#page4.tif source=C5 Trademark Security Agreement - FULLY EXECUTED#page5.tif	

TRADEMARK SECURITY AGREEMENT (TRANCHE A/C/E)

TRADEMARK SECURITY AGREEMENT (TRANCHE A/C/E), dated as of February 23, 2011 (as amended, restated or otherwise modified, the "Agreement") between SOLYNDRA LLC (formerly known as Solyndra Fab 2 LLC), a Delaware limited liability company (the "Grantor"), and U.S. BANK NATIONAL ASSOCIATION, in its capacity as master collateral agent (together with any successors and assigns thereto, in such capacity, the "Master Collateral Agent").

W I T N E S S E T H

WHEREAS, the Grantor is party to a Security Agreement (Tranche A/C/E), dated as of the date hereof (the "Security Agreement"), made by the Grantor in favor of the Master Collateral Agent for its own benefit and on behalf of the Tranche A/C/E Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Tranche A/C/E Secured Parties to enter into the First Amended and Restated Common Agreement, dated as of the date hereof, by and among the Grantor, the DOE, the Loan Servicer, the Master Collateral Agent and certain other parties thereto, the Grantor hereby agrees with the Master Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning provided to such terms in the Security Agreement.

SECTION 2. Grant and Reaffirmation of Grant of Security Interest in Trademark Collateral. As security for the payment and performance of the Tranche A/C/E Secured Obligations, the Grantor hereby grants to the Master Collateral Agent, for itself and on behalf of and for the ratable benefit of the other Tranche A/C/E Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Trademark Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule 1 attached hereto), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(c) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(d) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Master Collateral Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral; and

(e) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Trademark Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Master Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Master Collateral 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to Master Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by Master Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

SECTION 5. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

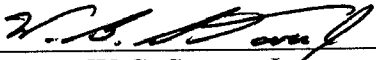
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* * *

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

SOLYNDRA LLC, as Grantor

By: Solyndra, Inc., its sole member

By: 
Name: W.G. Stover, Jr.
Title: Senior Vice President,
Chief Financial Officer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Master Collateral Agent

By: _____
Name:
Title:

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

SOLYNDRA LLC, as Grantor

By: Solyndra Inc., its sole member

By: _____
Name:
Title:

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Master Collateral Agent

By: 
Name: _____
Title: **Gagendra Hiralal**
Assistant Vice President

SCHEDULE 1

List of Trade Names, Trademarks, Service Marks, Trademark and Service Mark Registrations and Applications for Trademark and Service Mark Registrations

Country	Mark	File Date	Application No.	Publish Date	Reg. Date	Reg. No.
US	Solyndra Name	12/21/05	78/778,286	12/12/06	01/05/10	3735346
US	Solyndra Logo	02/21/06	78/819,519	12/12/06	01/05/10	3735351
US	Solyndra "O"	05/16/07	77/182,081	11/13/07	08/10/10	3832292
US	"Omnifacial"	11/06/07	77/322,120	04/22/08		
US	The New Shape of Solar	10/30/09	77/861,078	04/06/10	06/22/10	3806693