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TO:DAVID B. JENNINGS COMPANY:7700 FORSYTH BOULEVARD, SUITE 1800

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.104/01/2011  
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|                            |                                  |          |                           |  |
|----------------------------|----------------------------------|----------|---------------------------|--|
| SUBMISSION TYPE:           | NEW ASSIGNMENT                   |          |                           |  |
| NATURE OF CONVEYANCE:      | SECURITY INTEREST                |          |                           |  |
| CONVEYING PARTY DATA       |                                  |          |                           |  |
|                            | Name                             | Formerly | Execution Date            | Entity Type                            |
|                            | MEMC Electronic Materials, Inc.  |          | 03/17/2011                | CORPORATION: DELAWARE                  |
|                            | Solaicx                          |          | 03/17/2011                | CORPORATION: CALIFORNIA                |
|                            | Sun Edison LLC                   |          | 03/17/2011                | LIMITED LIABILITY<br>COMPANY: DELAWARE |
|                            | Enflex Corporation               |          | 03/17/2011                | CORPORATION: DELAWARE                  |
| RECEIVING PARTY DATA       |                                  |          |                           |  |
| Name:                      | Bank of America, N.A.            |          |                           |  |
| Street Address:            | 100 Federal Street               |          |                           |  |
| Internal Address:          | Ma5-100-09-04                    |          |                           |  |
| City:                      | Boston                           |          |                           |  |
| State/Country:             | MASSACHUSETTS                    |          |                           |  |
| Postal Code:               | 02110                            |          |                           |  |
| Entity Type:               | a nationally chartered bank: USA |          |                           |  |
| PROPERTY NUMBERS Total: 22 |                                  |          |                           |  |
|                            | Property Type                    | Number   | Word Mark                 |  |
|                            | Registration Number:             | 2094250  | ENFLEX                    |  |
|                            | Registration Number:             | 2400584  | MAGIC DENUDED ZONE        |  |
|                            | Registration Number:             | 2459810  | MDZ                       |  |
|                            | Registration Number:             | 2506929  | MEMC                      |  |
|                            | Registration Number:             | 1607247  | MEMC                      |  |
|                            | Registration Number:             | 3325895  | PERFECTSOI                |  |
|                            | Registration Number:             | 2526106  | TECHNOLOGY IS BUILT ON US |  |
|                            | Registration Number:             | 3116254  | ADVANTA                   |  |
|                            | Registration Number:             | 3231772  | PERFECT SILICON           |  |
|                            | Registration Number:             | 3216953  | OPTIA                     |  |

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|                      |         |  |
|----------------------|---------|--|
| Registration Number: | 3196635 | MAKING SOLAR ELECTRICITY COST EFFECTIVE            |
| Registration Number: | 3196629 | SOLAICX  |
| Registration Number: | 3196631 | SOLAICX  |
| Registration Number: | 3196633 | SOLAICX  |
| Registration Number: | 3856361 | SEEDS  |
| Registration Number: | 3439842 | SIMPLIFYING SOLAR                                  |
| Registration Number: | 3702961 | SUNEDISON ENERGY & ENVIRONMENTAL DATA SYSTEM SEEDS |
| Registration Number: | 3426602 | SUNEDISON SIMPLIFYING SOLAR                        |
| Registration Number: | 3445333 | TEAM SOLAR   |
| Registration Number: | 3407196 | SUNEDISON  |
| Registration Number: | 3191838 | READY SOLAR  |
| Registration Number: | 3316033 | SOLAR IN A BOX                                     |

## CORRESPONDENCE DATA

Fax Number: (314)612-2323  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 314-621-5070  
 Email: gashbrook@armstrongteasdale.com  
 Correspondent Name: David B. Jennings  
 Address Line 1: 7700 Forsyth Boulevard, Suite 1800  
 Address Line 4: St. Louis, MISSOURI 63105

|                         |            |
|-------------------------|------------|
| ATTORNEY DOCKET NUMBER: | 28744-3574 |
|-------------------------|------------|

|                    |                   |
|--------------------|-------------------|
| NAME OF SUBMITTER: | David B. Jennings |
|--------------------|-------------------|

|            |             |
|------------|-------------|
| Signature: | /DBJ-ATLLP/ |
|------------|-------------|

|       |            |
|-------|------------|
| Date: | 04/01/2011 |
|-------|------------|

## Total Attachments: 13

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TO: DAVID B. JENNINGS COMPANY: 7700 FORSYTH BOULEVARD, SUITE 1800

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 23, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "Grantors") in favor of Bank of America, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Administrative Agent").

**WHEREAS**, the Grantors are party to an Amended and Restated Pledge and Security Agreement dated as of December 23, 2009, and amended and restated as of March 23, 2011 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the "Trademark Collateral"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under

NY1758142.6

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Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate 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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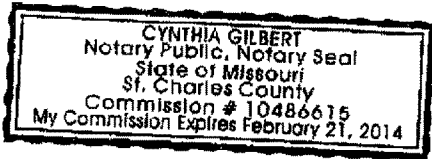
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEMC ELECTRONIC MATERIALS, INC.

By: Bradley D. Kohn  
Name: Bradley D. Kohn  
Title: General Counsel and Corporate Secretary

STATE OF Missouri )  
COUNTY OF St. Charles ) ss.

On this 17<sup>th</sup> day of March 2011 before me personally appeared Bradley D. Kohn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MEMC Electronic Materials Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



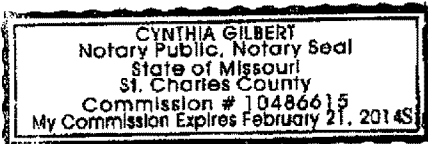
Cynthia Gilbert  
Notary Public

SOLAICX

By: Bradley D. Kohn  
Name: Bradley D. Kohn  
Title: Authorized Officer

STATE OF Missouri )  
COUNTY OF St. Charles ) ss.

On this 17<sup>th</sup> day of March 2011 before me personally appeared Bradley D. Kohn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Solaicx, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Cynthia Gilbert  
Notary Public

Signature Page to Trademark Security Agreement

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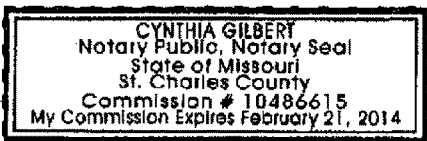
TO: DAVID B. JENNINGS COMPANY: 7700 FORSYTH BOULEVARD, SUITE 1800

SUN EDISON LLC

By: Bradley D. Kohn  
Name: Bradley D. Kohn  
Title: Authorized Officer

STATE OF Missouri )  
COUNTY OF St. Charles ) ss.

On this 17<sup>th</sup> day of March 2011 before me personally appeared Bradley D. Kohn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sun Edison LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he/she acknowledged said instrument to be the free act and deed of said corporation.



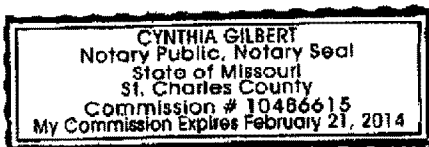
Cynthia Gilbert  
Notary Public

ENFLEX CORPORATION

By: Bradley D. Kohn  
Name: Bradley D. Kohn  
Title: Authorized Officer

STATE OF Missouri )  
COUNTY OF St. Charles ) ss.

On this 17<sup>th</sup> day of March 2011 before me personally appeared Bradley D. Kohn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Enflex Corporation, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Cynthia Gilbert  
Notary Public

Signature Page to Trademark Security Agreement

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Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: Liliana Claar  
Name: Liliana Claar  
Title: Vice President

Signature Page to Trademark Security Agreement

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**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**


| Grantor                         | Trademark Record  | Trademark          | Design | Status/Key Dates  | Serial/Reg. App. No.         |
|---------------------------------|-------------------|--------------------|--------|---|------------------------------|
| EnFlex Corporation              | US Federal Q6 f-1 | ENFLEX             |        | Renewed<br>September 9,<br>2007<br><br>Int'l Class: 9<br>First Use:<br>October 3, 1995<br>Filed:<br>January 16,<br>1996<br>Published:<br>June 17, 1997<br>Registered:<br>September 9,<br>1997 | SN:75-043843<br>RN:2,094,250 |
| MEMC Electronic Materials, Inc. | US Federal Q2 f-2 | MAGIC DENUDED ZONE |        | Renewed<br>October 31,<br>2010<br><br>Int'l Class: 9<br>First Use:<br>May 11, 2000<br>Filed:<br>April 15, 1998<br>Published:<br>May 4, 1999<br>Registered:<br>October 31,<br>2000             | SN:75-468527<br>RN:2,400,584 |



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| Grantor                         | Trademark Record  | Trademark       | Design  | Status/Key Dates   | Ser./Reg./App. No.           |
|---------------------------------|-------------------|-----------------|---|--|------------------------------|
| MEMC Electronic Materials, Inc. | US Federal Q2 f-3 | MDZ             |   | Registered 8 & 15<br>September 18, 2006<br><br>Int'l Class: 9<br>First Use:<br>May 11, 2000<br>Filed:<br>June 23, 2000<br>Published:<br>March 20, 2001<br>Registered:<br>June 12, 2001 | SN:76-076714<br>RN:2,459,810 |
| MEMC Electronic Materials, Inc. | US Federal Q2 f-4 | MEMC            |   | Registered 8 & 15<br>February 14, 2007<br><br>Int'l Class: 9<br>First Use:<br>April 19, 1989<br>Filed:<br>February 8, 2001<br>Published:<br>August 21, 2001<br>November 13, 2001       | SN:76-207396<br>RN:2,506,929 |
| MEMC Electronic Materials, Inc. | US Federal Q2 f-5 | MEMC and Design |  | Renewed<br>July 24, 2000<br><br>Int'l Class: 9<br>First Use:<br>April 19, 1989<br>Filed:<br>May 17, 1989<br>Published:<br>May 1, 1990<br>Registered:<br>July 24, 1990                  | SN:73-800808<br>RN:1,607,247 |

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| Grantor                         | Trademark Record  | Trademark                 | Design            | Statutory Dates  | Serial Reg. No.              |
|---------------------------------|-------------------|---------------------------|-------------------|--|------------------------------|
| MEMC Electronic Materials, Inc. | US Federal Q2 f-6 | PERFECTSOI and Design     | <b>PerfectSOI</b> | Registered October 30, 2007<br><br>Int'l Class: 9<br>First Use: December 31, 2006<br>Filed: December 22, 2004<br>Published: October 4, 2005<br>Allowed: December 27, 2005  | SN:78-537327<br>RN:3,325,895 |
| MEMC Electronic Materials, Inc. | US Federal Q2 f-7 | TECHNOLOGY IS BUILT ON US |                   | Registered 8 & 15<br>March 16, 2007<br><br>Int'l Class: 9<br>First Use: December, 2000<br>In Commerce: March, 2001<br>Filed: June 5, 2000<br>Published: March 13, 2001<br>Allowed: June 5, 2001<br>Registered: January 1, 2002 | SN:76-062723<br>RN:2,526,106 |
| MEMC Electronic Materials, Inc. | US Federal Q2 f-8 | ADVANTA                   |                   | Registered July 18, 2006<br><br>Int'l Class: 9<br>First Use: December, 1999<br>Filed: December 23, 2004<br>Published: April 25, 2006   | SN:78-537684<br>RN:3,116,254 |

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| Grantor                         | Trademark Record   | Trademark                               | Design                                  | Statutes Dates   | Serial No.                   |
|---------------------------------|--------------------|---|---|--|------------------------------|
| MEMC Electronic Materials, Inc. | US Federal Q2 f-9  | PERFECT SILICON                         |   | Registered Supplemental Register April 17, 2007<br><br>Int'l Class: 9<br>First Use: 2000<br>Filed: December 23, 2004                     | SN:78-537671<br>RN:3,231,772 |
| MEMC Electronic Materials, Inc. | US Federal Q2 f-10 | OPTIA                                   |   | Registered March 13, 2007<br><br>Int'l Class: 9<br>First Use: August, 2001<br>Filed: December 23, 2004<br>Published: December 26, 2006   | SN:78-537640<br>RN:3,216,953 |
| Solaicx, Inc.                   | US Federal Q8 f-11 | MAKING SOLAR ELECTRICITY COST EFFECTIVE | Making Solar Electricity Cost Effective | Registered January 9, 2007<br><br>Int'l Class: 1, 9<br>First Use: January 3, 2002<br>Filed: March 8, 2006<br>Published: October 24, 2006 | SN:78-832336<br>RN:3,196,635 |
| Solaicx, Inc.                   | US Federal Q8 f-12 | SOLAICX                                 | SOLAICX                                 | Registered January 9, 2007<br><br>Int'l Class: 1<br>First Use: March 1, 2002<br>Filed: March 8, 2006<br>Published: October 24, 2006      | SN:78-832147<br>RN:3,196,629 |

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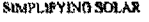
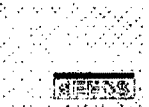

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| Owner          | Trademark Record    | Trademark          | Design  | Status/Key Dates  | Serial/Reg. No.              |
|----------------|---------------------|--------------------|---|---|------------------------------|
| Solaicx, Inc.  | US Federal Q8 f-13  | SOLAICX            | SOLAICX   | Registered<br>January 9, 2007<br><br>Int'l Class: 9<br>First Use:<br>March 1, 2002<br>Filed:<br>March 8, 2006<br>Published:<br>October 24, 2006         | SN:78-832210<br>RN:3,196,631 |
| Solaicx        | US Federal Q8 f-14  | SOLAICX and Design |  | Registered<br>January 9, 2007<br><br>Int'l Class: 1, 9<br>First Use:<br>March 1, 2002<br>Filed:<br>March 8, 2006<br>Published:<br>October 24, 2006      | SN:78-832294<br>RN:3,196,633 |
| Sun Edison LLC | US Federal Q11 f-15 | SEEDS              | SEEDS   | Registered<br>October 5, 2010<br><br>Int'l Class: 9<br>First Use:<br>2008<br>November 20,<br>Filed:<br>February 22, 2010<br>Published:<br>July 20, 2010 | SN:77-941559<br>RN:3,856,361 |

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| Grantor        | Trademark Record    | Trademark   | Image   | Class   | First Use                    |
|----------------|---------------------|---|---|---|------------------------------|
| Sun Edison LLC | US Federal Q11 f-16 | SIMPLIFYING SOLAR   |    | Registered<br>June 3, 2008  | SN:77-279889<br>RN:3,439,842 |
|                |                     |   |   | Int'l Class: 36, 37<br>First Use:<br>April 18, 2003<br>In Commerce:<br>December, 2003<br>Int'l Class: 35, 39, 40<br>First Use:<br>April 18, 2003<br>In Commerce:<br>March, 2004<br>Filed:<br>September 14, 2007<br>Published:<br>March 18, 2008 |                              |
| Sun Edison LLC | US Federal Q11 f-17 | SUNEDISON ENERGY & ENVIRONMENTAL DATA SYSTEM SEEDS and Design |  | Registered<br>October 27, 2009  | SN:77-530015<br>RN:3,702,961 |
|                |                     |   |   | Int'l Class: 9<br>First Use:<br>November 20, 2008<br>Filed:<br>July 23, 2008<br>Published:<br>June 2, 2009<br>Allowed:<br>August 25, 2009   |                              |
| Sun Edison LLC | US Federal Q11 f-18 | SUNEDISON SIMPLIFYING SOLAR and Design                        |  | Registered<br>May 13, 2008  | SN:77-279959<br>RN:3,426,602 |
|                |                     |   |   | Int'l Class: 35, 36, 37, 39, 40<br>First Use:<br>July 31, 2006<br>Filed:<br>September 14, 2007<br>Published:<br>February 26, 2008   |                              |

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| Grantor        | Trademark Record    | Trademark  | Design    | Name/Key Dates  | SN/Reg-App No.               |
|----------------|---------------------|------------|-----------|---|------------------------------|
| Sun Edison LLC | US Federal Q11 f-19 | TEAM SOLAR |           | Registered<br>June 10, 2008<br><br>Int'l Class: 37<br>First Use:<br>December 31, 2002<br>Filed:<br>September 14, 2006<br>Published:<br>July 31, 2007  | SN:78-980245<br>RN:3,445,333 |
| Sun Edison LLC | US Federal Q11 f-20 | SUNEDISON  | SunEdison | Registered<br>April 1, 2008<br><br>Int'l Class: 36, 37<br>First Use:<br>January 31, 2003<br>In Commerce:<br>December 31, 2003<br>Int'l Class: 35, 39, 40<br>First Use:<br>January 31, 2003<br>In Commerce:<br>March 31, 2004<br>Filed:<br>June 13, 2006<br>Published:<br>August 7, 2007<br>October 30, 2007 | SN:78-907165<br>RN:3,407,196 |

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| Candidate                               | Trademark Record          | Registered     | Design         | Status/Key Dates   | Serial No.                   |
|---|---------------------------|----------------|----------------|--|------------------------------|
| Telesis Solar, Inc.,<br>Dba Ready Solar | US Federal<br>Q12<br>f-21 | READY SOLAR    | Ready Solar    | Registered<br>January 2, 2007<br><br>Int'l Class: 7, 9,<br>35, 37, 42<br>First Use:<br>July 2, 2005<br>In Commerce:<br>July 12, 2005<br>Filed:<br>July 24, 2005<br>Published:<br>October 17,<br>2006 | SN:78-676989<br>RN:3,191,838 |
| Telesis Solar, Inc.,<br>Dba Ready Solar | US Federal<br>Q12<br>f-22 | SOLAR IN A BOX | Solar in a Box | Registered<br>October 23,<br>2007<br><br>Int'l Class: 7<br>First Use:<br>December 1,<br>2006<br>In Commerce:<br>December 6,<br>2006<br>Filed:<br>January 2, 2007<br>Published:<br>August 7, 2007     | SN:77-074731<br>RN:3,316,033 |