

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telesis Solar, Inc.		12/15/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NVT, LLC		
Street Address:	12500 Baltimore Avenue		
City:	Beltsville		
State/Country:	MARYLAND		
Postal Code:	20705		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3191838	READY SOLAR	
Registration Number:	3316033	SOLAR IN A BOX	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
Phone:	202.739.5932		
Email:	mbowen@morganlewis.com, ateixeira@morganlewis.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Megan K. Bowen		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attention: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	068561.0001		
NAME OF SUBMITTER:	Megan K. Bowen		
Signature:	/Megan K. Bowen/		

CH \$65.00 3191838

Date:

12/01/2011

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement ("Trademark Assignment") is entered into as of December 15, 2010 (the "Effective Date"), by and between Telesis Solar, Inc., a Delaware corporation ("Assignee") and NVT, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns certain trademarks and/or service marks, for which Assignor is the owner of record of all right, title and interest in and to the registrations and applications for same, as identified more specifically on Schedule 1;

WHEREAS, this Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated as of December 10, 2010, by and among Assignor, Assignee and MEMC Electronic Materials, Inc. (the "Purchase Agreement");

WHEREAS, Assignee desires to acquire, and Assignor is willing to assign to Assignee, all right, title and interest in the Transferred Marks (as defined below).

FOR GOOD AND VALUABLE CONSIDERATION set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree:

1. As of the Effective Date, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all right, title and interest in, to and under the marks set forth in Schedule 1 (the "Transferred Marks"), including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto and all other rights associated with the portion of the ongoing and existing business to which these marks pertain; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Transferred Marks.

2. Assignor hereby agrees to, at the expense of Assignee, execute, acknowledge and deliver any and all documents and to take such other and further actions as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals or third parties, of the fact that Assignee owns all right, title and interest in and to the Transferred Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Transferred Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Transferred Marks.

3. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Transferred Marks.

4. Nothing in this Trademark Assignment shall modify or otherwise affect any provision of the Purchase Agreement or affect the rights of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed as of the Effective Date.

Telesis Solar, Inc.

By: Robert Giles
Name: ROBERT GILES
Title: CEO

State of California
County of San Francisco

On December 14, 2010 before me, Jessica Bush, Notary,
(insert name and title of the officer), personally appeared Robert Giles

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jessica Bush



IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed as of the Effective Date.

Telesis Solar, Inc.

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____ there appeared before me _____, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of _____.

WITNESS my hand and official seal.

Signature _____ (Seal) My commission expires _____

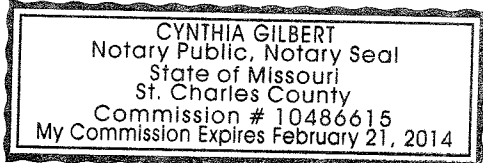
NVT, LLC
By: [Signature]
Name: Kevin Lapidus
Title: Site Manager

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

On this 15th day of December there appeared before me Kevin Lapidus, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of NVT, LLC.

WITNESS my hand and official seal.

Signature [Signature] (Seal) My commission expires 2/21/2014



SCHEDULE 1

TRADEMARKS			
Title	Serial No./ Filing Date	Registration No./ Registration Date	Status
READY SOLAR	78-676,989 07/24/05	3,191,838 01/02/07	Registered
SOLAR IN A BOX	77-074,731 01/02/07	3,316,033 10/23/07	Registered