

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Suniva, Inc.		05/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	245 S. Los Robles Avenue, Suite 700
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3652250	ARTISUN
Registration Number:	4064464	OPTIMUS
Registration Number:	3998986	POWERED BY SUNIVA
Registration Number:	3599460	SUNIVA
Registration Number:	3679110	SUNIVA
Registration Number:	3893969	SUNIVA
Registration Number:	4089837	SUNIVA THE BRILLIANCE OF SOLAR MADE SENSIBLE
Registration Number:	3893345	THE BRILLIANCE OF SOLAR MADE SENSIBLE
Serial Number:	85526882	MVP
Serial Number:	85035220	SOLARITY

CORRESPONDENCE DATA

Fax Number: 2027393001
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$265.00 3652250

Phone: 202-739-3000
Email: jennifer.evans@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	058438-08-0185
NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jce/
Date:	06/14/2012

Total Attachments: 17
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of May 25, 2012, is made by and between Suniva, Inc., a Delaware corporation (the "Company"), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association ("Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement, dated as of the date hereof (as amended, supplemented or restated from time to time, the "Domestic Credit Agreement"), and a Credit and Security Agreement (Ex-Im Subfacility), dated as of the date hereof (as amended, supplemented or restated from time to time, the "Ex-Im Credit Agreement"; and together with the Domestic Credit Agreement, collectively, the "Credit Agreements"), setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreements that are not otherwise defined herein shall have the meanings given to them in the Credit Agreements. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to: (i) patents or applications for patents, (ii) licenses, fees or royalties with respect to each, and (iii) the right to sue for past infringement and damages therefor, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, and (iii) the right to sue for past, present and future infringement, dilution and damages therefor, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B; provided, however, "Trademarks" shall not include any intent to use trademark application for which a statement of use has not been filed.

2. Security Interest. Company hereby irrevocably pledges and assigns to and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in

the Credit Agreements, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

3.1 **[Reserved].**

3.2 **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement. Company does not, and will not, use any of the Patents annotated as "Ebara originated" in Exhibit A in the production of Company's Inventory.

3.3 **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (*i.e.*, Trademarks for which there are no applications or registrations) which are not material to Company's business. If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's business), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

3.4 **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks that are material to Company's business. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

3.5 **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to

each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

3.6 No Sale. Except as permitted under the Credit Agreements, Company will not assign, transfer, encumber or otherwise dispose of Patents or Trademarks that are material to Company's business, or any interest therein, without Wells Fargo's prior written consent, which request shall not be unreasonably withheld.

3.7 Defense. Except as permitted under the Credit Agreements, Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks that are material to Company's business against all claims or demands of all Persons other than those holding Permitted Liens.

3.8 Maintenance. Except as permitted under the Credit Agreements, Company will at its own expense maintain the Patents and the Trademarks that are material to Company's business to the extent commercially and reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all necessary affidavits, maintenance fees, annuities, and renewals with respect to letters patent, trademark registrations and applications therefor. Except as permitted under the Credit Agreements, Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark that is material to the business of the Company, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) 30 days written notice to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such authorization be reasonably necessary.

3.9 Wells Fargo's Right to Take Action. If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) Business Days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in Section 3.8, immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

3.10 Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable out-of-pocket attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under Section 3.9 or exercising its rights under Section 6, together with interest thereon from the date

expended or incurred by Wells Fargo at the default rate set forth in Section 2.6(c) of the Credit Agreement.

3.11 Power of Attorney. To facilitate Wells Fargo's taking action under Section 3.9 and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, upon the occurrence and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreements as provided therein and the payment and performance of all Obligations.

4. **Company's Use of the Patents and Trademarks.** Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in either of the Credit Agreements, shall occur and is continuing; or (b) Company shall fail to observe or perform any covenant or agreement in this Agreement binding on Company beyond any applicable cure period; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, Wells Fargo may, at its option, take any or all of the following actions:

6.1 Wells Fargo may exercise any or all remedies available under the Credit Agreements.

6.2 Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

6.3 Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company or Wells Fargo under this Agreement shall be given in the manner and with the effect provided in the Credit Agreements. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

8.1 THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

8.2 THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT MAY BE TRIED AND LITIGATED IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY PATENTS AND TRADEMARKS OR OTHER PROPERTY MAY BE BROUGHT, AT WELLS FARGO'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE WELLS FARGO ELECTS TO BRING SUCH ACTION OR

WHERE SUCH PATENTS AND TRADEMARKS OR OTHER PROPERTY MAY BE FOUND. COMPANY AND WELLS FARGO WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8.2.

8.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND WELLS FARGO HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE, OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH, A "CLAIM"). COMPANY AND WELLS FARGO REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

8.4 NO CLAIM MAY BE MADE BY COMPANY AGAINST WELLS FARGO, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HERewith, AND COMPANY HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

8.5 IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CLAIM AND THE WAIVER SET FORTH IN SECTION 8.3 ABOVE IS NOT ENFORCEABLE IN SUCH PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

(a) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBCLAUSE (b) BELOW, ANY CLAIM SHALL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE

SPECIFICALLY ENFORCEABLE. VENUE FOR THE REFERENCE PROCEEDING SHALL BE IN THE COUNTY OF LOS ANGELES, CALIFORNIA.

(b) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (A) FORECLOSURE OR ANY SIMILAR REMEDY OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (B) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF OR RECOUPMENT), (C) APPOINTMENT OF A RECEIVER, AND (D) TEMPORARY, PROVISIONAL, OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS, OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (A) - (D) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO PARTICIPATE IN A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT WITH RESPECT TO ANY OTHER MATTER.

(c) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN 10 DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY SHALL HAVE THE RIGHT TO REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(b). THE REFEREE SHALL BE APPOINTED TO SIT WITH ALL OF THE POWERS PROVIDED BY LAW. PENDING APPOINTMENT OF THE REFEREE, THE COURT SHALL HAVE THE POWER TO ISSUE TEMPORARY OR PROVISIONAL REMEDIES.

(d) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE REFEREE SHALL DETERMINE THE MANNER IN WHICH THE REFERENCE PROCEEDING IS CONDUCTED INCLUDING THE TIME AND PLACE OF HEARINGS, THE ORDER OF PRESENTATION OF EVIDENCE, AND ALL OTHER QUESTIONS THAT ARISE WITH RESPECT TO THE COURSE OF THE REFERENCE PROCEEDING. ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS A COURT REPORTER AND A TRANSCRIPT IS ORDERED, A COURT REPORTER SHALL BE USED AND THE REFEREE SHALL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY THE COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(e) THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND SHALL ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA.

(f) THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH CALIFORNIA SUBSTANTIVE AND PROCEDURAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS OR HER DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE REFEREE SHALL ISSUE A DECISION AND PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 644, THE REFEREE'S DECISION SHALL BE ENTERED BY THE COURT AS A JUDGMENT IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT. THE FINAL JUDGMENT OR ORDER FROM ANY APPEALABLE DECISION OR ORDER ENTERED BY THE REFEREE SHALL BE FULLY APPEALABLE AS IF IT HAS BEEN ENTERED BY THE COURT.

(g) THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY HERETO KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION SHALL APPLY TO ANY DISPUTE BETWEEN THEM THAT ARISES OUT OF OR IS RELATED TO THIS AGREEMENT.

9. RELEASE OF PATENTS AND TRADEMARKS.

(a) Any Patents and Trademarks that are sold, transferred, conveyed or otherwise disposed of by the Company in a transaction permitted by the Loan Documents (including pursuant to a valid waiver or consent) shall be released from the Lien created hereby, subject to Section 3.5 above.

(b) Upon payment in full of the Obligations and termination of the Credit Agreements, the Patents and Trademarks shall be released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of Wells Fargo and the Company hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patents and Trademarks shall revert to the Company.

At the request and expense of the Company following any such termination, Wells Fargo shall execute and deliver to the Company such documents as the Company shall reasonably request to evidence such release.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Suniva, Inc.
5775 Peachtree Industrial Boulevard
Norcross, GA 30092
Attn: Chief Financial Officer

Wells Fargo Bank, National Association
245 S. Los Robles Avenue, Suite 700
Pasadena, California 91101
Attn: Relationship Manager – Suniva, Inc.

SUNIVA, INC.

By: James M. Modak
Print Name: Jim Modak
Its: Chief Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Print Name: Josephine Camalian
Its: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

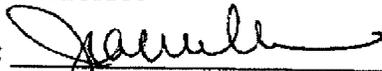
Suniva, Inc.
5775 Peachtree Industrial Boulevard
Norcross, GA 30092
Attn: Chief Financial Officer

SUNIVA, INC.

By: _____
Print Name: Jim Modak
Its: Chief Financial Officer

Wells Fargo Bank, National Association
245 S. Los Robles Avenue, Suite 700
Pasadena, California 91101
Attn: Relationship Manager – Suniva, Inc.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:  _____
Print Name: Josephine Camalian
Its: Authorized Signatory

WFBC/Suniva
Patent and Trademark Security Agreement

S-1

DB2/23108116

EXHIBIT A

ISSUED PATENTS

Title	Country	Patent Number	Expiration Date	Comments
Structure And Fabrication Process For An Aluminum Alloy Junction Self-Aligned Back Contact Silicon Solar Cell	USA	5641362	11/22/15	
Structure And Fabrication Process For An Aluminum Alloy Junction Self-Aligned Back Contact Silicon Solar Cell	Australia	717476	11/06/16	
Structure And Fabrication Process For An Aluminum Alloy Junction Self-Aligned Back Contact Silicon Solar Cell	Canada	2181281	07/16/16	
Structure And Fabrication Process For Aluminum Alloy Junction Self-Aligned Back Contact Silicon Solar Cell	China	1155106	11/15/16	Ebara originated
Structure And Fabrication Process For An Aluminum Alloy Self-Aligned Back Contact Silicon Solar Cell	Germany	0776051	07/17/16	Ebara originated
A Back Contact Solar Cell And A Method Of Manufacturing The Same	India	207254	07/25/16	Ebara originated
Structure And Fabrication Process For An Aluminum Alloy Junction Self-Aligned Back Contact Silicon Solar Cell	Mexico	197384	08/01/16	Ebara originated
Structure And Fabrication Process For Self-Aligned Locally Deep-Diffused Emitter (SALDE) Solar Cell	USA	5928438	10/04/16	
Self-Aligned Locally Deep-Diffused Emitter Solar Cell	Australia	701213	10/01/16	
Self-Aligned Locally Deep-Diffused Emitter Solar Cell	Brazil	PI9610739	10/01/16	Ebara originated
Structure And Fabrication Process For Self-Aligned Locally Deep-Diffused Emitter (SALDE) Solar Cell	Canada	2232857	10/01/16	
Self-Aligned Locally Deep-Diffused Emitter Solar Cell And Producing Method Thereof	China	1155107	10/01/16	Ebara originated
A Solar Cell And A Method Of Fabricating The Same	India	198901	10/07/16	
Self-Aligned Locally Deep-Diffused Emitter	Mexico	204413	10/01/16	Ebara originated
Method And Apparatus For Self-Doping Negative And Positive Electrodes For Silicon Solar Cells And Other Devices	USA	6180869	05/04/18	
Method And Apparatus For Self-Doping Negative And Positive Electrodes For Silicon Solar Cells And Other Devices	Australia	766063	05/05/18	
Method And Apparatus For Self-Doping Negative And Positive Electrodes For Silicon Solar Cells And Other Devices	Canada	2287834	05/05/18	
Method And Apparatus For Self-Doping Negative And Positive Electrodes For Silicon Solar Cells And Other Device	China	1230920	05/05/18	Ebara originated
A Method Of Manufacturing A Solar Cell And A Solar Cell	India	208319	05/04/18	
Method And Apparatus For Self-Doping Negative And Positive Electrodes For Silicon Solar Cells And Other Devices	Mexico	239564	05/05/18	Ebara originated
Aluminum Alloy Back Junction Solar Cell And A Process For Fabrication Thereof	USA	6262359	10/07/19	
Aluminum Alloy Back Junction Solar Cell And A Process For Fabrication Thereof	Australia	772413	02/01/20	
Aluminum Alloy Back Junction Solar Cell And A Process For Fabrication Thereof	Canada	2368039	02/01/20	
Aluminum Alloy Back Junction Solar Cell And A Process For Fabrication Thereof	China	1179421	02/01/20	
A Solar Cell And A Process For Fabricating A Solar Cell	India	221312	02/01/20	
Aluminum Alloy Back Junction Solar Cell And A Process For Fabrication Thereof	Mexico	234987	02/01/20	Ebara originated

Title	Country	Patent Number	Expiration Date	Comments
Method For Self-Doping Contacts To A Semiconductor	USA	6632730	03/29/20	
Method And Apparatus For Self-Doping Contacts To A Semiconductor	Australia	780960	11/22/20	
Method And Apparatus For Self-Doping Contacts To A Semiconductor	Canada	2392342	11/22/20	
Method And Apparatus For Self-Doping Contacts To A Semiconductor	China	1260830	11/22/20	Ebara originated
A Method Of Manufacturing A Semiconductor Device	India	202446	11/22/20	
Method And Apparatus For Self-Doping Contacts To A Semiconductor	USA	6737340	06/19/22	
Apparatus For Self-Doping Contacts To A Semiconductor	USA	6664631	06/19/22	
Method And Apparatus For Self-Doping Contacts To A Semiconductor	USA	6703295	04/1/23	
Method For Making Solar Cell Having Crystalline Silicon P-N Homojunction And Amorphous Silicon Heterojunctions For Surface Passivation	USA	8,076,175	02/25/28	
Ion Implanted Selective Emitter Solar Cells With In SITU Surface Passivation	USA	8,110,431	06/03/30	
Selective Emitter Solar Cells Formed By A Hybrid Diffusion And Ion Implantation Process	USA	8,071,418	06/03/30	

PATENT APPLICATIONS

Title	Country	Application Number	Application Date
Solar Cell Having Crystalline Silicon P-N Homojunction And Amorphous Silicon Heterojunctions For Surface Passivation	USA	12/036,766	02/25/08
Solar Cell Having Crystalline Silicon P-N Homojunction And Amorphous Silicon Heterojunctions For Surface Passivation	PCT	PCT/US2008/007356	06/11/08
Solar Cell Having Crystalline Silicon P-N Homojunction And Amorphous Silicon Heterojunctions For Surface Passivation	Taiwan	97124397	06/11/08
Solar Cell Having Crystalline Silicon P-N Homojunction And Amorphous Silicon Heterojunctions For Surface Passivation	Europe	8779636.3	04/30/09
Solar Cell Having Crystalline Silicon P-N Homojunction And Amorphous Silicon Heterojunctions For Surface Passivation	Europe	9175495.2	11/17/09
Solar Cell Having Crystalline Silicon P-N Homojunction And Amorphous Silicon Heterojunctions For Surface Passivation	Japan	2010-523988	05/11/09
Solar Cell Having Crystalline Silicon P-N Homojunction And Amorphous Silicon Heterojunctions For Surface Passivation	Brazil	Not yet published.	08/20/10
Solar Cell Having Crystalline Silicon P-N Homojunction And Amorphous Silicon Heterojunctions For Surface Passivation	Canada	2716402	08/25/10
Solar Cell Having Crystalline Silicon P-N Homojunction And Amorphous Silicon Heterojunctions For Surface Passivation	China	200880128829	06/11/2008
Solar Cell Having Crystalline Silicon P-N Homojunction And Amorphous Silicon Heterojunctions For Surface Passivation	China	Not yet published.	08/20/10

Title	Country	Application Number	Application Date
Solar Cell Having Crystalline Silicon P-N Homo Junction And Amorphous Silicon Heterojunctions For Surface Passivation	Mexico	MX/A/2010/009367	08/25/10
Solar Cell Having Crystalline Silicon P-N Homo Junction And Amorphous Silicon Heterojunctions For Surface Passivation	India	6227/DELNP/2010	01/09/10
Method For Making Solar Cell Having Crystalline Silicon P-N Homo Junction And Amorphous Silicon Heterojunctions For Surface Passivation	USA	13/307,602	11/30/11
Method For Making Solar Cell Having Crystalline Silicon P-N Homo Junction And Amorphous Silicon Heterojunctions For Surface Passivation	PCT	PCT/US2008/007355	06/11/08
Method For Making Solar Cells Having Crystalline Silicon P-N Homo Junction And Amorphous Silicon Heterojunctions For Surface Passivation In A Furnace Having Doped Sources	PCT	PCT/US2008/007358	06/11/08
Method For Making Solar Cell Having Crystalline Silicon P-N Homo Junction And Amorphous Silicon Heterojunctions For Surface Passivation	Taiwan	97124389	06/11/08
Method For Making Solar Cells Having Crystalline Silicon P-N Homo Junction And Amorphous Silicon Heterojunctions For Surface Passivation In A Furnace Having Doped Sources	Taiwan	97124422	06/11/08
Method For Making Solar Cells Having Crystalline Silicon P-N Homo Junction And Amorphous Silicon Heterojunctions For Surface Passivation In A Furnace Having Doped Sources	India	6228/DELNP/2010	01/09/10
Method For Making Solar Cells Having Crystalline Silicon P-N Homo Junction And Amorphous Silicon Heterojunctions For Surface Passivation In A Furnace Having Doped Sources	Europe	Not yet published.	
Solar Module With Solar Cell Having Crystalline Silicon P-N Homo Junction And Amorphous Silicon Heterojunctions For Surface Passivation	USA	12/036,839	02/25/08
Solar Module With Solar Cell Having Crystalline Silicon P-N Homo Junction And Amorphous Silicon Heterojunctions For Surface Passivation	PCT	PCT/US2008/007353	06/11/08
Solar Module With Solar Cell Having Crystalline Silicon P-N Homo Junction And Amorphous Silicon Heterojunctions For Surface Passivation	Taiwan	97124421	06/27/08
Solar Cells And Methods Of Fabrication Thereof	USA	12/701,908	02/08/10 Notice of Allowance rec'd 01/30/12
Solar Cells And Methods Of Fabrication Thereof	PCT	PCT/US2011/021146	01/13/11
Solar Cells And Methods Of Fabrication Thereof	Taiwan	Not yet published.	
Solar Cell Including Sputtered Reflective Layer And Method Of Manufacture Thereof	PCT	PCT/US2011/020436	01/07/11
Solar Cell Including Sputtered Reflective Layer And Method Of Manufacture Thereof	Taiwan	100100839	01/10/11
Ion Implanted Selective Emitter Solar Cells With In SITU Surface Passivation	PCT	PCT/US2011/036602	05/16/11
Ion Implanted Solar Cells With In SITU Surface Passivation	USA	13/346,354	01/09/12
Ion Implanted Selective Emitter Solar Cells With In SITU Surface Passivation	Taiwan	100119445	06/02/11
Selective Front Surface Field Back Junction Solar Cell	USA	12/868,240	08/25/10
Selective Front Surface Field Back Junction Solar Cell	PCT	PCT/US2011/036730	05/17/11

Title	Country	Application Number	Application Date
Selective Emitter Solar Cells Formed By A Hybrid Diffusion And Ion Implantation Process	USA	13/301,372 Not yet published	11/21/11
Selective Emitter Solar Cells Formed By A Hybrid Diffusion And Ion Implantation Process	PCT	PCT/US2011/036720	06/03/10
Selective Emitter Solar Cells Formed By A Hybrid Diffusion And Ion Implantation Process	Taiwan	100119448	06/03/10
Solderable Interconnect Apparatus	USA	13/098,817	05/02/11
Solar Cell including Sputtered Reflective Layer and Method of Manufacture Thereof	USA	12/684,682	01/08/10
Solar Cell including Sputtered Reflective Layer	USA	13/014,352	01/26/11
Solar Cell Fabrication Using a Pre-Doping Dielectric Layer	USA	13/426,123 Not yet published	03/21/12
Aluminum Alloy Back Junction Solar Cell And A Process For Fabrication Thereof	Brazil	P10009085.9	02/01/00 Ebara originated
Selective Front Surface Field Back Junction Solar Cell	Taiwan	201210052	06/08/11
Ion Implanted Selective Emitter Solar Cells With In SITU Surface Passivation	Taiwan	201208105	06/02/11

EXHIBIT B
ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Part 1 – Trademarks Owned

Trademark	Registration Number	Registration Date	Expiration Date
ARTISUN	CN/8966841	01/14/2012	N/A
ARTISUN	CN/8966842	12/28/2011	N/A
ARTISUN	US/3,652,250	07/07/2009	N/A
OPTIMUS	US/4,064,464	11/29/2011	N/A
POWERED BY SUNIVA	CN/8966855	12/28/2011	N/A
POWERED BY SUNIVA	CN/8966854	12/28/2011	N/A
POWERED BY SUNIVA	CN/8966852	01/14/2012	N/A
POWERED BY SUNIVA & Design	US/3,998,986	07/19/2011	N/A
SUNIVA	CN/8966809	12/20/2010	N/A
SUNIVA	CN/8966845	01/14/2012	N/A
SUNIVA	US/3,599,460	03/31/2009	N/A
SUNIVA	US/3,679,110	09/08/2009	N/A
SUNIVA	US/3,893,969	12/21/2010	N/A
SUNIVA THE BRILLIANCE OF SOLAR MADE SENSIBLE	US/4,089,837	01/24/2012	N/A
THE BRILLIANCE OF SOLAR MADE SENSIBLE	US/3,893,345	12/21/2010	N/A

Trademark Application	Application/Serial Number	Application Date
MVP	US/85/526,882	01/27/2012
SOLARITY	US/85/035,220	05/11/2011

Part 2 – Trademarks Licensed

None.

COLLECTIVE MEMBERSHIP MARKS

N/A

UNREGISTERED MARKS

N/A