

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
SunEdison, Inc.		02/28/2014	CORPORATION: DELAWARE
Sun Edison LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
EnFlex Corporation		02/28/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	1525 West W.T. Harris Blvd 1B1
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2094250	ENFLEX
Registration Number:	3856361	SEEDS
Registration Number:	4396795	SILVANTIS
Registration Number:	3439842	SIMPLIFYING SOLAR
Serial Number:	85815065	SMARTTRACKER
Registration Number:	3407196	SUNEDISON
Registration Number:	3702961	SUNEDISON ENERGY & ENVIRONMENTAL DATA SY
Registration Number:	3426602	SUNEDISON SIMPLIFYING SOLAR
Registration Number:	3763842	SUNSINE
Registration Number:	3445333	TEAM SOLAR
Registration Number:	4165926	ORO VERDE

CORRESPONDENCE DATA

900281668

TRADEMARK
 REEL: 005227 FRAME: 0694

CH \$290.00 2094250

Fax Number: 3129939767

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

Phone: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 233 S. Wacker Drive, Suite 5800

Address Line 2: c/o Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	040506-0052
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	02/28/2014

Total Attachments: 5

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 28, 2014 (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 Wells Fargo Bank, National Association, as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of February 28, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, 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 Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and 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 in Schedule A attached hereto (as such schedule may be amended or supplemented from time to time), (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 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.

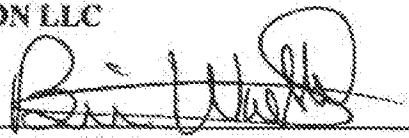
[Remainder of page intentionally left blank]

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.

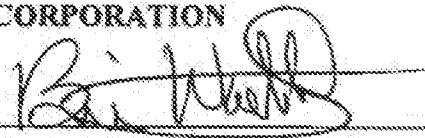
SUNEDISON, INC.

By: 
Name: Brian Wuebbels
Title: Authorized Officer

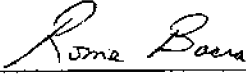
SUN EDISON LLC

By: 
Name: Brian Wuebbels
Title: Authorized Officer

ENFLEX CORPORATION

By: 
Name: Brian Wuebbels
Title: Authorized Officer

Accepted and Agreed:
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Romie Basra
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005227 FRAME: 0699

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner Name	Trademark	Jurisdiction	Status	Serial No.	Filing Date	Registration No.	Registration Date
Enflex Corporation	ENFLEX	United States	Registered	75/043,843	1/16/1996	2,094,250	9/9/1997
Sun Edison LLC	SEEDS	United States	Registered	77/941,559	2/22/2010	3,856,361	10/5/2010
MEMC Electronic Materials, Inc.	SILVANTIS	United States	Registered	85/447,913	10/14/2011	4,396,795	9/3/2013
Sun Edison LLC	SIMPLIFYING SOLAR	United States	Registered	77/279,889	9/14/2007	3,439,842	6/3/2008
Sun Edison LLC	SMARTTRACKER	United States	Allowed	85/815,065	1/3/2013		
Sun Edison LLC	SUNEDISON	United States	Registered	78/907,165	6/13/2006	3,407,196	4/1/2008
Sun Edison LLC	SUNEDISON ENERGY & ENVIRONMENTAL DATA SYSTEM SEEDS (stylized)	United States	Registered	77/530,015	7/23/2008	3,702,961	10/27/2009
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	United States	Registered	77/279,959	9/14/2007	3,426,602	5/13/2008
Green Ray, Inc.	SUNSINE	United States	Registered	77/346,470	12/7/2007	3,763,842	3/23/2010
Sun Edison LLC	TEAM SOLAR	United States	Registered	78/980,245	9/14/2006	3,445,333	6/10/2008
Fotowatio Renewable Ventures, Inc.	ORO VERDE	United States	Registered	85/976,660	5/17/2011	4,165,926	6/26/2012