

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313415

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|---|--|--------------------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Grant of Security Interest in United States Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Solar Company | | 07/30/2014 | CORPORATION: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | SUNPOWER CORPORATION | | |
| Street Address: | 77 Rio Robles | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95134 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3368332 | THE SOLAR COMPANY POWER FROM THE SUN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 202-370-4750 | | |
| Email: | ipteam@nationalcorp.com | | |
| Correspondent Name: | Joanna McCall | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | National Corporate Research, Ltd. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F151178 | | |
| NAME OF SUBMITTER: | Rick Harrison | | |
| SIGNATURE: | /Rick Harrison/ | | |
| DATE SIGNED: | 08/08/2014 | | |
| Total Attachments: 5 | | | |
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TRADEMARK

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Trademark Security Agreement, dated as of July 30, 2014 by and between THE SOLAR COMPANY, a corporation formed under the laws of Nevada (the “**Grantor**”), in favor of SUNPOWER CORPORATION, a Delaware corporation, pursuant to the Credit Agreement and the Security Agreement dated as of the date hereof (the “**Grantee**”).

W I T N E S S E T H :

WHEREAS, reference is made to the credit agreement (as amended, restated, supplemented or modified from time to time and including any one or more indentures or agreements extending the maturity of, refinancing or otherwise restructuring all or a portion of the obligations of the Borrower thereunder or any successor indenture, indentures, agreement or agreements, as the case may be, the “**Credit Agreement**”), dated as of the date hereof, among the Grantor, the Guarantors from time to time party thereto, and the Grantee;

WHEREAS, the Grantor is party to a Security Agreement dated as of July 30, 2014 (the “**Security Agreement**”) in favor of the Grantee pursuant to which the Grantor has agreed to grant a security interest to Grantee in its intellectual property;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee 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 or in the Credit Agreement.

SECTION 2. *Grant of Security Interest in Trademark Collateral.* The Grantor hereby pledges and grants to the Grantee a lien on and security interest in and to all of its right, title and interest in, to and under (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now owned or hereafter adopted, acquired or assigned to, all registrations and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, including, without limitation, those items listed on Schedule I attached hereto and (b) any and all (i) rights and privileges arising under applicable Law with respect to such Grantor’s use of any trademarks, (ii) renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future

infringements thereof and all Proceeds of any and all of the foregoing; *provided* that with respect to any United States Trademark, applications in the United States Patent and Trademark Office on the basis of the Grantor's "intent to use" such Trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. *Security Agreement.* The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks 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. The Security Agreement (and all rights and remedies of Grantee thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. *Purpose.* This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. *Termination.* Upon the payment in full of the Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

SECTION 6. *Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

THE SOLAR COMPANY

By:

Name:

Title:


Mark Dannenbauer
(EO)

[Signature page to Trademark Security Agreement]

Accepted and Agreed:

SUNPOWER CORPORATION

By: 

Name: Charles D. Boynton

Title: Executive Vice President and Chief
Financial Officer

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

| <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> | <u>Renewal Due</u> |
|----------------|--|-------------------|--------------------|-----------------|------------------|---------------|--------------------|
| US | THE SOLAR COMPANY POWER FROM THE SUN | 77169318 | April 30, 2007 | 3368332 | January 15, 2008 | Live | May 21, 2023 |

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