

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351067

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SUNEDISON, INC.		08/11/2015	CORPORATION: DELAWARE
SUN EDISON LLC		08/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
ENFLEX CORPORATION		08/11/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA, as Administrative Agent		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282-2198		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2094250	ENFLEX	
<b>Registration Number:</b>	3856361	SEEDS	
<b>Registration Number:</b>	4396795	SILVANTIS	
<b>Registration Number:</b>	3439842	SIMPLIFYING SOLAR	
<b>Registration Number:</b>	4693434	SOLAROWN	
<b>Registration Number:</b>	3407196	SUNEDISON	
<b>Registration Number:</b>	3702961	SUNEDISON ENERGY & ENVIRONMENTAL DATA SY	
<b>Registration Number:</b>	3426602	SUNEDISON SIMPLIFYING SOLAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	3129932647		
<b>Email:</b>	zeynep.gieseke@lw.com		
<b>Correspondent Name:</b>	Zeynep Gieseke		
<b>Address Line 1:</b>	330 N. Wabash Avenue, Suite 2800		
<b>Address Line 2:</b>	Latham & Watkins LLP		

CH \$215.00 2094250

<b>Address Line 4:</b>	Chicago, ILLINOIS 60611
<b>ATTORNEY DOCKET NUMBER:</b>	049646-0280
<b>NAME OF SUBMITTER:</b>	Zeynep Gieseke
<b>SIGNATURE:</b>	/zg/
<b>DATE SIGNED:</b>	08/11/2015
<b>Total Attachments: 8</b> source=Second Lien Trademark Security Agreement#page1.tif source=Second Lien Trademark Security Agreement#page2.tif source=Second Lien Trademark Security Agreement#page3.tif source=Second Lien Trademark Security Agreement#page4.tif source=Second Lien Trademark Security Agreement#page5.tif source=Second Lien Trademark Security Agreement#page6.tif source=Second Lien Trademark Security Agreement#page7.tif source=Second Lien Trademark Security Agreement#page8.tif	

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of August 11, 2015 (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 Goldman Sachs Bank USA, 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 Second Lien Pledge and Security Agreement dated as of August 11, 2015 (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. Intercreditor Agreement**

Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Administrative Agent hereunder with respect to the lien and security interest granted to the Administrative Agent pursuant to this Agreement is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement with respect to the exercise of rights and remedies or the priority of the security interests granted to the Administrative Agent herein, the terms of the Intercreditor Agreement shall govern and control.

### **SECTION 5. 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).

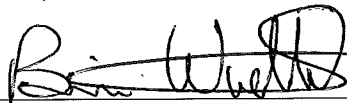
### **SECTION 6. Counterparts**

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.

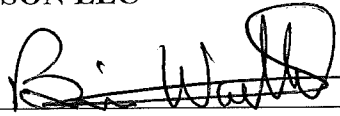
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**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

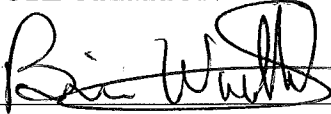
**SUNEDISON, INC.**

By:   
Name: Brian Wuebbels  
Title: EVP, CAO & CFO

**SUN EDISON LLC**

By:   
Name: Brian Wuebbels  
Title: Authorized Officer

**ENFLEX CORPORATION**

By: 

Name: Brian Wuebbels  
Title: Authorized Officer



Accepted and Agreed:

**GOLDMAN SACHS BANK USA,**  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

Robert Ehudin  
Authorized Signatory

Schedule A  
to Second Lien Trademark Security Agreement

Grantor	Owner Name	Trademark	Jurisdiction	Status	Serial No.	Filing Date	Registration No.	Registration Date
Enflex Corporation	Enflex Corporation	ENFLEX	United States of America	Registered	75/043,843	16-Jan-1996	2,094,250	09-Sep-1997
Sun Edison LLC	Sun Edison LLC	SEEDS	United States of America	Registered	77/941,559	22-Feb-2010	3,856,361	05-Oct-2010
Sun Edison LLC	MEMC Electronic Materials, Inc.	SILVANTIS	United States of America	Registered	85/447,913	14-Oct-2011	4,396,795	03-Sep-2013
Sun Edison LLC	Sun Edison LLC	SIMPLIFYING SOLAR	United States of America	Registered	77/279,889	14-Sep-2007	3,439,842	03-Jun-2008
Sun Edison LLC	Sun Edison LLC	SOLAROWN	United States of America	Registered	86/224,534	18-Mar-2014	4,693,434	24-Feb-2015
Sun Edison LLC	Sun Edison LLC	SUNEDISON	United States of America	Registered	78/907,165	13-Jun-2006	3,407,196	01-Apr-2008
Sun Edison LLC	Sun Edison LLC	SUNEDISON ENERGY & ENVIRONMENTAL DATA SYSTEM SEEDS (stylized)	United States of America	Registered	77/530,015	23-Jul-2008	3,702,961	27-Oct-2009
Sun Edison LLC	Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	United States of America	Registered	77/279,959	14-Sep-2007	3,426,602	13-May-2008
SunEdison, Inc.	SunEdison, Inc.	ZERO WHITE SPACE	United States of America	Published <sup>1</sup>	86/456,771	17-Nov-2014		
SunEdison, Inc.	SunEdison, Inc.	ZWS	United States of America	Published <sup>2</sup>	86/456,741	17-Nov-2014		

<sup>1</sup> Intent to Use

<sup>2</sup> Intent to Use

TRADEMARK