TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382112

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SunEdison, LLC		04/26/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Administrative Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	German Banking Corporation: GERMANY

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77941559	SEEDS
Serial Number:	77279889	SIMPLIFYING SOLAR
Serial Number:	86224534	SOLAROWN
Serial Number:	78907165	SUNEDISON
Serial Number:	77279959	SUNEDISON SIMPLIFYING SOLAR
Serial Number:	77530015	SUNEDISON ENERGY & ENVIRONMENTAL DATA SY

CH $165.00 77941559

CORRESPONDENCE DATA

Fax Number: 2123548113

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.

Phone: 212-819-8200
Email: iprecordations@whitecase.com
Correspondent Name: Fatima Carrillo/White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patent & Trademark Department
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111788-0154
NAME OF SUBMITTER:	Fatima Carrillo
SIGNATURE:	/Fatima Carrillo/

DATE SIGNED:	04/27/2016

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 26, 2016 (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 Deutsche Bank AG New York Branch, as Administrative Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the "**Administrative Agent**").

WHEREAS, the Grantors are party to that certain Pledge and Security Agreement dated as of April 26, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**") between each of the Grantors, 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

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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 (a) 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 or (b) any other Excluded Property.

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 (other than Section 4) is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Financing Orders; Post-Petition Intercreditor Arrangements

This Agreement shall be subject to the terms of Section 3.3 of the Pledge and Security Agreement.

SECTION 5. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST) AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different

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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.

SECTION 7. Concerning the Administrative Agent

Deutsche Bank AG New York Branch is entering into this Agreement solely in its capacity as Administrative Agent and not in its individual or corporate capacity. The rights, privileges and immunities of the Administrative Agent pursuant to the Pledge and Security Agreement, shall be incorporated as though fully set forth herein.

[Remainder of page intentionally left blank]

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Accepted and Agreed:

SUNEDISON, INC.,
as Grantor

By: _____
Name: Patrick Cook
Title: Vice President – Capital Markets and Corporate Finance

ENFLEX CORPORATION,
as Grantor

By: _____
Name: Patrick Cook
Title: Authorized Representative

SUNEDISON, LLC,
as Grantor

By: _____
Name: Patrick Cook
Title: Authorized Representative

FOTOWATIO RENEWABLE VENTURES, INC.,
as Grantor

By: _____
Name: Patrick Cook
Title: Authorized Representative

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
solely in its capacity as Administrative Agent

By: _____
Name:
Title:

By: Peter Cucchiara
Name:
Title: Peter Cucchiara
Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademark	Jurisdiction	Status	Serial No.	Filing Date	Registration No.	Registration Date
EnFlex Corp.	ENFLEX	European Community	Registered	497925	26-Mar-1997	497925	22-Apr-1999
Enflex Corporation	ENFLEX	United States of America	Registered	75/043,843	16-Jan-1996	2,094,250	09-Sep-1997
Sun Edison LLC	ERADICATION OF DARKNESS	India	Pending	2319231	20-Apr-2012		
Sun Edison LLC	SEEDS	United States of America	Registered	77/941,559	22-Feb-2010	3,856,361	05-Oct-2010
SunEdison, Inc.	SILVANTIS	United States of America	Registered	85/447,913	14-Oct-2011	4,396,795	03-Sep-2013
Sun Edison LLC	SIMPLIFYING SOLAR	Canada	Registered	1381550	31-Jan-2008	TMA734254	11-Feb-2009
Sun Edison LLC	SIMPLIFYING SOLAR	European Community	Registered	6650659	07-Feb-2008	6650659	20-Apr-2009
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	SOLAROWN	United States of America	Registered	86/224,534	18-Mar-2014	4,693,434	24-Feb-2015
Sun Edison LLC	SUNEDISON	Australia	Registered	1641854	20-Aug-2014	1641854	23-Mar-2015
Sun Edison LLC	SUNEDISON	Brazil	Registered	840373333	20-Dec-2012	840373325	01-Dec-2015
Sun Edison LLC	SUNEDISON	Brazil	Registered	840373325	20-Dec-2012	840373333	01-Dec-2015
Sun Edison LLC	SUNEDISON	Canada	Registered	1386922	11-Mar-2008	TMA780895	27-Oct-2010

Grantor	Trademark	Jurisdiction	Status	Serial No.	Filing Date	Registration No.	Registration Date
Sun Edison LLC	SUNEDISON	Chile	Registered	977088	02-Nov-2011	1016337	19-Jun-2013
Sun Edison LLC	SUNEDISON	Chile	Registered	977087	02-Nov-2011	1016335	19-Jun-2013
Sun Edison LLC	SUNEDISON	China (People's Republic)	Registered	8405208	18-Jun-2010	8405208	21-Jul-2011
Sun Edison LLC	SUNEDISON	China (People's Republic)	Registered	8405209	21-Jun-2010	8405209	21-Sep-2011
Sun Edison LLC	SUNEDISON	China (People's Republic)	Registered	8405207	18-Jun-2010	8405207	14-Aug-2011
Sun Edison LLC	SUNEDISON	Colombia	Registered	11-145605	27-Oct-2011	452521	21-Jun-2012
Sun Edison LLC	SUNEDISON	Colombia	Registered	11-145634	27-Oct-2011	452522	21-Jun-2012
Sun Edison LLC	SUNEDISON	El Salvador	Registered	E-135137-2014	25-Apr-2014	123/248	12-Mar-2015
Sun Edison LLC	SUNEDISON	El Salvador	Registered	E-135136-2014	25-Apr-2014	20/250	28-Apr-2015
Sun Edison LLC	SUNEDISON	Guatemala	Registered	2014-004174	05-May-2014	206201	04-May-2015
Sun Edison LLC	SUNEDISON	Guatemala	Registered	2014-004144	05-May-2014	208474	08-Sept-2015
Sun Edison LLC	SUNEDISON	Honduras	Registered	14291/2014	25-Apr-2014	21394	23-Jun-2015
Sun Edison LLC	SUNEDISON	Honduras	Registered	14289/2014	25-Apr-2014	21390	23-June-2015
Sun Edison LLC	SUNEDISON	India	Pending	1603976	20-Sep-2007		
Sun Edison LLC	SUNEDISON	India	Pending	1603975	20-Sep-2007		
Sun Edison LLC	SUNEDISON	Israel	Registered	212403	12-Jun-2008	212403	07-Feb-2010
Sun Edison LLC	SUNEDISON	Israel	Registered	212402	12-Jun-2008	212402	07-Feb-2010

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Grantor	Trademark	Jurisdiction	Status	Serial No.	Filing Date	Registration No.	Registration Date
Sun Edison LLC	SUNEDISON	Korea, Republic of	Registered	41-2010-0017651	12-Jul-2010	41-222326	02-Dec-2011
Sun Edison LLC	SUNEDISON	Malaysia	Registered	2011-012116	01-Jul-2011	2011-012116	28-Jun-2012
Sun Edison LLC	SUNEDISON	Malaysia	Registered	2011012117	01-Jul-2011	2011012117	12-Dec-2013
Sun Edison LLC	SUNEDISON	Mexico	Registered	1224398	01-Nov-2011	1280077	18-Apr-2012
Sun Edison LLC	SUNEDISON	Mexico	Registered	1224400	01-Nov-2011	1304934	20-Aug-2012
Sun Edison LLC	SUNEDISON	Panama	Registered	231677-01	02-May-2014	231677-01	27-Aug-2015
Sun Edison LLC	SUNEDISON	Peru	Registered	472483	03-Nov-2011	71330	18-Apr-2012
Sun Edison LLC	SUNEDISON	Peru	Registered	472482	03-Nov-2011	70688	05-Mar-2012
Sun Edison LLC	SUNEDISON	Philippines	Registered	4-2011-008144	13-Jul-2011	4-2011-008144	22-Dec-2011
Sun Edison LLC	SUNEDISON	Puerto Rico	Registered	70562	08-Mar-2010	200740	06-Mar-2015
Sun Edison LLC	SUNEDISON	Puerto Rico	Pending	70563	08-Mar-2010		
Sun Edison LLC	SUNEDISON	South Africa	Registered	2011/15672	28-Jun-2011	2011/15672	09-Jan-2013
Sun Edison LLC	SUNEDISON	South Africa	Registered	2011/15671	28-Jun-2011	2011/15671	09-Jan-2013
Sun Edison LLC	SUNEDISON	Thailand	Registered	854974	18-Jul-2012	SM65102	14-Jan-2015
Sun Edison LLC	SUNEDISON	United Arab Emirates	Registered	114860	18-Jun-2008	99780	01-Feb-2010
Sun Edison LLC	SUNEDISON	United Arab Emirates	Registered	114861	18-Jun-2008	99781	01-Feb-2010
Sun Edison LLC	SUNEDISON	United States of America	Registered	78/907,165	13-Jun-2006	3,407,196	01-Apr-2008

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Grantor	Trademark	Jurisdiction	Status	Serial No.	Filing Date	Registration No.	Registration Date
Sun Edison LLC	SUNEDISON (stylized) With Fireball Logo	El Salvador	Registered	E-135139-2014	25-Apr-2014	16/250	28-Apr-2015
Sun Edison LLC	SUNEDISON (stylized) With Fireball Logo	El Salvador	Registered	E-135138-2014	25-Apr-2014	152/256	14-Aug-2015
Sun Edison LLC	SUNEDISON (stylized) With Fireball Logo	Guatemala	Published	2014-004175	05-May-2014		
Sun Edison LLC	SUNEDISON (stylized) With Fireball Logo	Guatemala	Registered	2014-004152	05-May-2014	209729	13-Oct-2015
Sun Edison LLC	SUNEDISON (stylized) With Fireball Logo	Honduras	Registered	14290/2014	25-Apr-2014	21391	23-Jun-2015
Sun Edison LLC	SUNEDISON (stylized) With Fireball Logo	Honduras	Registered	14292/2014	25-Apr-2014	21389	24-June-2015
Sun Edison LLC	SUNEDISON (stylized) With Fireball Logo	Panama	Registered	231675-01	02-May-2014	231675-01	18-Mar-2015
SunEdison, Inc.	SUNEDISON + ENERGY WHEEL Logo	United States of America	Pending[1]	86/727,833	17-Aug-2015		
SunEdison, Inc.	ENERGY WHEEL Logo	United States of America	Pending	86/727,830	17-Aug-2015		
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Canada	Registered	1386928	11-Mar-2008	TMA781852	08-Nov-2010
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	China (People's Republic)	Registered	8405211	21-Jun-2010	8405211	21-Sep-2011

[1] Intent to use.

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Grantor	Trademark	Jurisdiction	Status	Serial No.	Filing Date	Registration No.	Registration Date
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	China (People's Republic)	Registered	8405210	19-May-2010	8405210	14-Aug-2011
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	China (People's Republic)	Registered	8405212	21-Jun-2010	8405212	21-Sep-2011
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Colombia	Registered	11-146505	27-Oct-2011	458196	17-Aug-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Colombia	Registered	11-146502	27-Oct-2011	458195	17-Aug-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	European Community	Registered	6739056	11-Mar-2008	6739056	20-May-2009
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	India	Registered	1927773	25-Feb-2010	1927773	30-Mar-2011
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	India	Registered	1927774	25-Feb-2010	1927774	22-Nov-2011
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Israel	Registered	221485	18-Jun-2009	221485	02-Jul-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Israel	Registered	221486	18-Jun-2009	221846	02-Jul-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Korea, Republic of	Registered	41-2010-0017652	12-Jul-2010	41-222356	02-Dec-2011
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & Design	Mexico	Registered	1224396	01-Nov-2011	1303186	13-Aug-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Mexico	Registered	1224395	01-Nov-2011	1280076	18-Apr-2012

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Grantor	Trademark	Jurisdiction	Status	Serial No.	Filing Date	Registration No.	Registration Date
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Peru	Registered	472484	03-Nov-2011	70929	15-Mar-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Peru	Registered	472485	03-Nov-2011	71318	17-Apr-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Puerto Rico	Registered	70560	08-Mar-2010	200736	06-Mar-2015
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Puerto Rico	Registered	70561	08-Mar-2010	200738	06-Mar-2015
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	South Africa	Pending	2011/15673	28-Jun-2011		
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	South Africa	Pending	2011/15674	28-Jun-2011		
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Thailand	Registered	783969	13-Oct-2010	SM55543	07-Dec-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	United States of America	Registered	77/279,959	14-Sep-2007	3,426,602	13-May-2008
Sun Edison LLC	SUNEDISON ENERGY & ENVIRONMENTAL DATA SYSTEM SEEDS & design	United States of America	Registered	77/530,015	23-JUL-2008	3,702,961	27-OCT-2009
SunEdison, Inc.	ZERO WHITE SPACE	United States of America	Published[2]	86/456,771	17-Nov-2014		

[2] Intent to Use

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Grantor	Trademark	Jurisdiction	Status	Serial No.	Filing Date	Registration No.	Registration Date
SunEdison, Inc.	ZWS	United States of America	Published[3]	86/456,741	17-Nov-2014		
Fotowatio Renewable Ventures, Inc.	ORO VERDE	United States of America		85/976,660	17-May-2011	4,165,926	26-Jun-2012

[3] Intent to Use

RECORDED: 04/27/2016
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