

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enphase Energy, Inc.		12/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4418767	[E]	
Registration Number:	3758421	ENLIGHTEN	
Registration Number:	4514077	ENLIGHTEN MANAGER	
Registration Number:	4056628	ENPHASE	
Registration Number:	3595609	ENPHASE ENERGY	
Registration Number:	4056580	ENPHASE ENERGY	
Registration Number:	4071569	ENVIRON	
Registration Number:	4514076	MYENLIGHTEN	
Serial Number:	86157151	ARRAYGUN	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergekohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Sharon Patterson		

OP \$240.00 4418767

SIGNATURE:	/sharon patterson/
DATE SIGNED:	12/28/2016
Total Attachments: 15 source=Enphase TM#page1.tif source=Enphase TM#page2.tif source=Enphase TM#page3.tif source=Enphase TM#page4.tif source=Enphase TM#page5.tif source=Enphase TM#page6.tif source=Enphase TM#page7.tif source=Enphase TM#page8.tif source=Enphase TM#page9.tif source=Enphase TM#page10.tif source=Enphase TM#page11.tif source=Enphase TM#page12.tif source=Enphase TM#page13.tif source=Enphase TM#page14.tif source=Enphase TM#page15.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 27, 2016, is made by Enphase Energy, Inc., a Delaware corporation ("Enphase" or "Grantor" and together with any and all future parties to this Agreement as obligors, "Grantors"), in favor of Wells Fargo Bank, National Association, a national banking association, in its capacity as administrative agent (in such capacity, "Agent") for the benefit of itself, all of the financial institutions that from time to time become lenders to the below-defined Credit Agreement (collectively, "Lenders"), their Affiliates, and their successors and assigns.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of December 18, 2015 (as amended hereby, and as the same may have heretofore been or may hereafter be further amended, supplemented, extended, renewed, restated, replaced or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed, subject to all of the terms and conditions thereof, to extend credit and make certain other financial accommodations available to the Grantors;

WHEREAS, Grantors have executed and delivered to Agent, for the benefit of itself and all of the Lenders, that certain Amended and Restated Guaranty and Security Agreement, dated as of December 18, 2015 (collectively, including all annexes, exhibits and schedules thereto from time to time, all as from time to time amended, restated, supplemented, or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of itself and the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement. This Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby reaffirms the terms of the Security Agreement (including, without limitation, Article 3 thereof) and hereby further unconditionally grants, assigns, mortgages, and pledges to Agent, for the benefit of itself, Lender Group, and each of the Bank Product Providers, a continuing lien on and security interest in all of such Grantors' right, title, and interest in, to, and under the following Collateral, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(i) all of such Grantors' Trademarks and Intellectual Property Licenses to which such Grantor is a party, including, without limitation, those referred to on Schedule I attached hereto;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark or any Trademark exclusively licensed under any Intellectual Property License, including, without limitation, the right to receive damages, or right to receive license fees, royalties, and other compensation under any Intellectual Property License relating or pertaining to any Trademark or otherwise.

3.

4. SECURITY FOR SECURED OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to Agent, for the benefit of itself, Lender Group, and each of the Bank Product Providers, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

5. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of itself, Lender Group, and each of the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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 and are hereby reaffirmed by each Grantor. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or any other Trademark Collateral, the provisions of this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement at any time and from time to time by amending Schedule I to include any other or additional Trademark Collateral of any Grantor, in each case, without any notice to, or the consent of, any Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7.

8. COUNTERPARTS. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which,

when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

9. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California without regard to conflicts of laws principles.

10. MISCELLANEOUS. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of, or obligation under, this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Agent, any Lender, any Bank Product Provider, or any Grantor, such reference includes, and shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders, the Bank Product Providers, and their respective successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Grantors have caused this Agreement to be duly executed by its duly authorized officer as of the date first written above.

GRANTORS:

ENPHASE ENERGY, INC.

By: 

Name: Kaul B. Nahi

Title: PRESIDENT and CEO

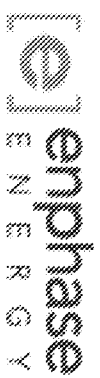
ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Title: _____



Schedule I

Trademarks




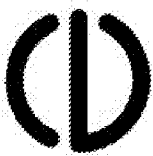

Trademark Status Chart




MARK DOCKET NO.	COUNTRY	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION
 E Design EE_TM124AU	AU	International Reg. No. 1263188 Madrid System Ref. No. A0051259	Jun-24-2015	1263188	06/24/2015	Abandoned	Abandoned per client's instructions.
	AU	1451275	Sep-29-2011	1451275	Sep-29-2011	Registered	Renewal due 09/29/2021
ENLIGHTEN MANAGER EE_TM131AU	AU	1615423	Apr-3-2014	1615423	Apr-3-2014	Registered	Renewal due 04/03/2024
ENPHASE EE_TM125AU	AU	1666023	Dec-22-2014	1666023	Dec-22-2014	Registered	Renewal due 12/22/2024
ENPHASE ENERGY EE_TM122AU	AU	Appln. No. 1666023	12/22/2014	1666022	12/22/2014	Registered	Renewal due 12/22/2024
ENVOY EE_TM128AU	AU	1702494	Jun-24-2015	1702494	6/24/2015	Registered	Renewal due 6/24/2025
MYENLIGHTEN EE_TM130AU	AU	1615424	Apr-3-2014	1615424	4/3/2014	Registered	Renewal due 4/3/2024
NEW E LOGO EE_TM138AUMAD	AU	USPTO Ref. No. A0059934	6/30/2016	TBD	TBD	Pending	Awaiting action by TM Office


MARK DOCKET NO.	COUNTRY	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION
							
E Design [e]	Canada	1735134 Filed 06/30/2015	Jun-30-2015			Abandoned	Abandoned per client's instructions.
EE_TM124CA							
ENLIGHTEN EE_TM126CA	Canada	1546035	Sep-30-2011			Abandoned	Abandoned. Does client want to refile due to fact that prior conflicting mark is no longer in use?
NEW E LOGO EE_TM138CA	Canada	TBD	TBD	TBD	TBD	Instructions sent to agent.	Awaiting filing receipt from agent.
							
ENLIGHTEN EE_TM126CN	China	10127328	Oct-31-2011	10127328	1/14/2016	Registered	Renewal due 1/13/2026
ENPHASE EE_TM125CN	China	Appln. No. 16190829 AT14190829	Jan-20-2015			Pending	Publication successfully finished on March 20, 2016 – Awaiting registration

MARK DOCKET NO.	COUNTRY	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION
ENPHASE ENERGY EE_TM122CN	China	Appln. No. 16190830 ATT14190830	Jan-20-2015			Pending	Publication successfully finished on March 20, 2016 – Awaiting registration
E Design [e]	EU	International Reg. No. 1263188 Madrid System Ref. No. A0051259	Jun-24-2015	1263188	06/24/2015	Abandoned	Abandoned per client's instructions.
EE_TM124EM							
ENLIGHTEN EE_TM126EM	European Community (CTM)	10305101	Sep-30-2011	10305101	Mar-05-2012	Registered	Confirm with Client as to evidence of Use by 3/5/2017 Renewal due 9/30/2021
ENPHASE EE_TM125EMMAD	EU	International Reg. No. 1263627 Ref. No. A0051855	7/20/2015	1263627	7/20/2015	Provisional Registration	Awaiting Statement of Grant after 11/16/2016 Renewal due 07/20/2025
ENPHASE ENERGY EE_TM122EM	European Community (CTM)	OHIM Filing 6525927	Dec-18-2007	6525927	Dec-04-2008	Registered	Renewal due 12/18/2017
ENPHASE ENERGY EE_TM122DE	Germany	National Filing 307830284	Dec-21-2007	30783028	Jul-28-2008	Registered	Renewal due 12/21/2017
ENPHASE ENERGY EE_TM122IT	Italy	National Filing RM001154	Feb-25-2008	000132776	Aug-17-2010	Registered	Renewal due 02/25/2018
ENPHASE ENERGY	Spain	National Filing	Jan-31-2008	2.813.565	Sep-15-2008	Registered	Renewal due

MARK DOCKET NO.	COUNTRY	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION
EE_TM122ES		2813565 M2					01/31/2018
ENPHASE ENERGY EE_TM122GB	United Kingdom	National Filing 2476685	Jan-11-2008	2476685	Sep-19-2008	Registered	Renewal due 01/11/2018
ENVIRON EE_TM127EM	European Community (CTM)	9792491	Mar-08-2011	9792491	Aug-18-2011	Registered	Renewal due 3/8/2021
ENVOY EE_TM128EM	European Community (CTM)	9792516	Mar-08-2011	9792516	Aug-18-2011	Registered	Renewal due 3/8/2021
NEW E LOGO EE_TM138EMMAD	EM (Madrid)	USPTO Ref. No. A0059934	6/30/2016	TBD	TBD	Pending	Awaiting action by TM Office
							
ENLIGHTEN EE_TM126IN	IN	2212469	Sep-28-2011			Pending	POA filed by India Foreign Agent and under fresh examination after initial objections raised
ENLIGHTEN EE_TM126JP	JP	2011-069417	Sep-28-2011	5480921	Mar-23-2012	Registered	Renewal due 3/23/2022
E Design [e]	JP	2015064693	Jul-8-2015			Abandoned.	Abandoned per client's instructions.
EE_TM124JP							
ENPHASE	JP	2015-064692	Jul-8-2015	5813075	12/11/2015	Registered	Renewal due on

MARK DOCKET NO.	COUNTRY	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION
EE_TM125JP							12/12/2025
ENPHASE EE_TM125MXMAD	MX	International Reg. No. 1263627 Ref. No. A0051855	7/20/2015	1263627	7/20/2015	P	Awaiting Statement of Grant. Renewal due 07/20/2025
NEW E LOGO EE_TM138MXMAD	MX (Madrid)	USPTO Ref. No. A0059934	6/30/2016	TBD	TBD	Pending	Awaiting action by TM Office
							
ENLIGHTEN EE_TM129NZ	NZ	983227	Aug-22-2013	983227	08/22/2013	Registered	Renewal due 8/2/2023
ENPHASE EE_TM125NZ	NZ	841942	May-13-2011	841942	Nov-14-2011	Registered	Renewal due 5/13/2021
NEW E LOGO EE_TM138NZMAD	NZ	USPTO Ref. No. A0059934	6/30/2016	TBD	TBD	Pending	Awaiting action by TM Office
							
ENPHASE EE_TM125PA	PA	242469-01	Jul-13-2015			Pending	Awaiting Office Action
NEW E LOGO EE_TM138PA1	Panama	TBD	TBD	TBD	TBD	Instructions sent to agent.	Awaiting filing receipt.

MARK DOCKET NO.	COUNTRY	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION
							
NEW E LOGO EE_TM138PA2	Panama	TBD	TBD	TBD	TBD	Instructions sent to agent.	Awaiting filing receipt.
							
NEW E LOGO EE_TM138PA3	Panama	TBD	TBD	TBD	TBD	Instructions sent to agent.	Awaiting filing receipt.
							
E Design [e]	US	International Reg. No. 1263188 Madrid System Ref. No. A0051259	Jun-24-2015	4418767	10/15/2013	Abandoned	Abandoned per client's instructions.
EE_TM124US							
ENLIGHTEN EE_TM126	US	77490152	Jun-03-2008	3,758,421	Mar-09-2010	Registered	Renewal due 03/09/2020
ENLIGHTEN MANAGER EE_TM131	US	86051978	Aug-29-2013	4,514,077	04/15/2014	Registered	Section 8 & 15 Renewal Declarations due 4/15/2020
ENPHASE	US	77517421	Jul-08-2008	4056628	Nov-15-2011	Registered	Section 8 &

MARK DOCKET NO.	COUNTRY	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION
EE_TM125							15 Renewals due 11/15/2017
ENPHASE ENERGY EE_TM122	US	77210815	Jun-20-2007	3595609	Mar-24-2009	Registered	Section 8 & 9 Renewals due 3/24/2019
ENPHASE ENERGY EE_TM122US2	US	77353930	Dec-17-2007	4056580	Nov-15-2011	Registered	Section 8 & 9 Renewals due 11/15/2021
ENVIRON EE_TM127	US	85125464	Sep-08-2010	4071569	Dec-13-2011	Abandoned	Abandoned per client's instructions.
MYENLIGHTEN EE_TM130	US	86051968	Aug-29-2013	4,514,076	04/15/2014	Registered	Section 8 & 15 Renewal Declarations due 4/15/2020
NEW E LOGO EE_TM138	US	87/079,116	6/21/2016	TBD	TBD	Pending	Scheduled to publish on December 27. Awaiting confirmation notice from USPTO.
							
ENPHASE SOLARSTATION EE_TM136EM	EU	Filed and awaiting particulars from foreign associate				Abandoned	Abandon per Client Instruction 6/2015
SOLARSTATION 5 EE_TM137EM	EU	Filed and awaiting particulars from foreign associate				Abandoned	Abandon per Client Instruction 6/2015

MARK DOCKET NO.	COUNTRY	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION
ENPHASE SOLARSTATION EE_TM136IN	IN	Filed and awaiting particulars from foreign associate				Abandoned	Abandon per Client Instruction 6/2015
SOLARSTATION 5 EE_TM135IN	IN	Filed and awaiting particulars from foreign associate				Abandoned	Abandon per Client Instruction 6/2015
ENLIGHTEN EE_TM126NZ	NZ	849912	Sep-29-2011			Abandoned	Abandoned per client's instructions of 8/23/2013 - New App filed w/ new descript. - see below
ENPHASE SOLARSTATION EE_TM136US	US	86572673	Mar 23 2015			Abandoned	Abandon per Client Instruction 6/2015
ENVOY EE_TM128	US	85125462	Sep-08-2010			Abandoned	Abandoned per client instructions of 6/20/11
GRIDZILLA EE_TM132	US	86157024	Jan-03-2014			Abandoned	Abandoned per client's instructions of 7/25/2014
MICRO-STRING EE_TM123	US	85/523.332	Jan-23-2012			Abandoned	Abandoned per client instructions of 8/12/13

MARK DOCKET NO.	COUNTRY	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION
MICRO-STRING EE_TM123	US	77517417	Jul-08-2008			Abandoned	Abandoned per client's instructions 2/21/12
SOLARSTATION EE_TM135US	US	86563967	Mar 13 2015			Abandoned	Abandon per Client Instruction 6/2015
ARRAYGUN EE_TM133	US	86/157,151	Jan-03-2014			Abandoned	Abandoned per client instructions. 10/10/2014.