

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enphase Energy, Inc.		12/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Flextronics America, LLC		
Street Address:	6201 America Center Drive		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	77490152	ENLIGHTEN	
Serial Number:	86051978	ENLIGHTEN MANAGER	
Serial Number:	77517421	ENPHASE	
Serial Number:	77210815	ENPHASE ENERGY	
Serial Number:	77353930	ENPHASE ENERGY	
Serial Number:	85125464	ENVIRON	
Serial Number:	86051968	MYENLIGHTEN	
Serial Number:	87079116	E	
Serial Number:	86572673	ENPHASE SOLARSTATION	
Serial Number:	85125462	ENVOY	
Serial Number:	86157024	GRIDZILLA	
Serial Number:	85523332	MICRO-STRING	
Serial Number:	77517417	MICRO-STRING	
Serial Number:	86563967	SOLARSTATION	
Serial Number:	86157151	ARRAYGUN	
Registration Number:	1263188		
CORRESPONDENCE DATA			
Fax Number:	2165837441		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$415.00 77490152

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2165837440
Email: ddietes@ulmer.com
Correspondent Name: debbie dietes, paralegal
Address Line 1: 1660 west 2nd street
Address Line 2: suite 1100
Address Line 4: cleveland, UNITED STATES 44113

NAME OF SUBMITTER:	Debbie Dietes
SIGNATURE:	/Debbie Dietes/
DATE SIGNED:	01/20/2017

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of December 30, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Flextronics Industrial, LTD and Flextronics America, LLC (collectively, "Flex").

RECITALS:

WHEREAS, pursuant to the Security Agreement, dated as of December 27, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and the Flextronics Services Agreements, among Flex and Enphase Energy, Inc. ("Borrower"), Flex has agreed to manufacture and supply goods, provide services, and extend credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Security Agreement, Borrower is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals (incorporated herein by reference) and the terms hereof, to induce Flex to enter into the Security Agreement, to induce Flex to continue manufacturing and supplying goods, providing services, and extending credit to Borrower thereunder, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors, jointly and severally, hereby agree with Flex as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Security Agreement.

2. **Grant of Security Interest in Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations, hereby mortgages, pledges and hypothecates to Flex, and grants to Flex a Lien on and security interest in, all of its right, title and interest in, to and under the following property of such Grantor (the "Collateral"):

(a) all Intellectual Property including, without limitation, that referred to on Schedule I hereto;

(b) all licenses providing for the grant by or to such Grantor of any right under any Intellectual Property, including, without limitation, those referred to on Schedule I hereto;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, reversions and extensions of the foregoing;

(d) all goodwill of the Grantor connected with the use of, and symbolized by, such Intellectual Property; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, that the foregoing is subject in all cases to the exclusions described in the Security Agreement, and shall not include any property of Borrower excluded from the definition "Collateral" under the Security Agreement.

3. **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Flex pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Flex with respect to the security interest in the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. **Termination.** Upon the payment in full of the Obligations, the security interest in the Intellectual Property granted under this Agreement shall automatically terminate, and Flex shall, at Borrower's request and expense, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Intellectual Property under this Agreement.

5. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

6. **Severability of Provisions.** Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

7. **Captions.** The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

8. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

9. **Choice of Law, Venue, Jury Trial Waiver.**

(a) **Governing Law.** California law governs this Agreement without regard to principles of conflicts of law. Grantors and Flex each submit to the exclusive jurisdiction of the State and Federal courts in Los Angeles County, California; provided, however, that nothing in

this Agreement shall be deemed to operate to preclude Flex from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Flex. Grantors expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and each Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or *forum non conveniens* and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Each Grantor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Grantor at the address set forth in, or subsequently provided by Grantors in accordance with, the Flextronics Services Agreements and that service so made shall be deemed completed upon the earlier to occur of Grantors' actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

(b) Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTORS AND FLEX EACH WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THE THIS AGREEMENT, THE SECURITY AGREEMENT OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

(c) Judicial Reference. WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of Los Angeles County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Los Angeles County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Los Angeles County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge.

(d) **Scope of Authority.** The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

[SIGNATURE PAGE FOLLOWS]

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:

Title:

Paul B. Nahi
Paul B. Nahi
President and CEO

AGREED AND ACCEPTED:

FLEX:

FLEXTRONICS INDUSTRIAL, LTD

By: 

Print Name: Manny Marinathan

Print Title: Director

FLEXTRONICS AMERICA, LLC

By: _____

Print Name: _____

Print Title: _____

[Signature Page to Intellectual Property Security Agreement]

AGREED AND ACCEPTED:

FLEX:

FLEXTRONICS INDUSTRIAL, LTD

By: _____

Print Name: _____

Print Title: _____

FLEXTRONICS AMERICA, LLC

By: Timothy Stewart

Print Name: TIMOTHY STEWART

Print Title: Secretary



[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I



Trademark Status Chart



MARK DOCKET NO.	COUNTRY	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION
E Design [e] 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.
ENLIGHTEN EE_TM126 AU	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] EE_TM124CA	Canada	1735134 Filed 06/30/2015	Jun-30-2015			Abandoned	Abandoned per client's instructions.
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 AT14190830	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


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REEL: 005971 FRAME: 0463

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 	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_TM138PAI	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] EE_TM124US	US	International Reg. No. 1263188 Madrid System Ref. No. A0051259	Jun-24-2015	4418767	10/15/2013	Abandoned	Abandoned per client's instructions.
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	87079,116	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

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REEL: 005971 FRAME: 0467

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	851523,332	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.