

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425327

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SunEdison, Inc.		03/31/2017	Corporation:
SunEdison Products Singapore PTE.LTD.		03/31/2017	Private Limited Company:
MEMC Pasadena, Inc.		03/31/2017	Corporation:
Solaicx		03/31/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Corner Star Limited		
<b>Street Address:</b>	1 Austin Road West		
<b>Internal Address:</b>	Unit 1703B - 1706, Level 17		
<b>City:</b>	Kowloon		
<b>State/Country:</b>	HONG KONG		
<b>Entity Type:</b>	Limited Corporation: HONG KONG		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86456771	ZERO WHITE SPACE	
<b>Serial Number:</b>	86456741	ZWS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146215070		
<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>	3146215070		
<b>Email:</b>	iptm@armstrongteasdale.com		
<b>Correspondent Name:</b>	Courtney Jackson		
<b>Address Line 1:</b>	7700 Forsyth Blvd., Suite 1800		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63105		
<b>ATTORNEY DOCKET NUMBER:</b>	36780-00001		
<b>NAME OF SUBMITTER:</b>	Richard A. Schuth		
<b>SIGNATURE:</b>	/Richard A. Schuth/		
<b>DATE SIGNED:</b>	04/27/2017		

CH \$65.00 86456771

**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”) is made as of March 31, 2017 (the “**Effective Date**”), by and among SunEdison, Inc. (“**Seller 1**”), a Delaware corporation, SunEdison Products Singapore PTE. LTD. (“**Seller 2**”), a company organized under the laws of Singapore, MEMC Pasadena, Inc. (“**Seller 3**”), a Delaware corporation, and Solaicx (“**Seller 4**”), a California corporation (Seller 1, Seller 2, Seller 3, and Seller 4, collectively, “**Sellers**”) and Corner Star Limited, a company organized under the laws of Hong Kong (“**Buyer**”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Buyer and Sellers are parties to that certain Asset Purchase Agreement, dated as of August 26, 2016 (the “**Asset Purchase Agreement**”), pursuant to which Buyer has agreed to purchase, and Sellers have agreed to sell, convey, assign, transfer and deliver to Buyer, all of Sellers’ right, title and interest in, to and under the Transferred Intellectual Property on the terms and conditions set forth in the Asset Purchase Agreement and in accordance with Sections 105, 363 and 365 and the other applicable provisions of the Bankruptcy Code; and

WHEREAS, pursuant to the Asset Purchase Agreement, Sellers have agreed to execute and deliver this Trademark Assignment by which the Marks described in Attachment 6 to Section 2.1(d) of Sellers Disclosure Letter and set forth in Exhibit A hereto (collectively, the “**Transferred Marks**”) are assigned and conveyed by Sellers to Buyer as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Asset Purchase Agreement and the Sale Order, it is hereby agreed that:

1. Transferred Marks Conveyance.

Each Seller does hereby irrevocably and unconditionally:

a. sell, transfer, convey, assign and deliver to Buyer all of such Seller’s right, title and interest in, to and under, free and clear of all Liens, Claims, and Liabilities (other than Assumed Liabilities): (i) the Transferred Marks, together with the goodwill of the Business associated therewith; (ii) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Transferred Marks, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, and (D) any other remedies of any kind for past, current and future infringement; and (iii) all current and future rights to collect royalties or other payments under, on account of or arising from any of the Transferred Marks, including any such rights that may be payable by SMP, Ltd. (but excluding any such rights to royalties or other payments arising from Excluded Assets), the same to be held by Buyer for Buyer’s own use and enjoyment, and for the use and enjoyment of Buyer’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Seller if this Assignment had not been made.

b. Each Seller agrees, at the reasonable request of Buyer and at Buyer's expense, (i) to use commercially reasonable efforts to assist Buyer in perfecting Buyer's right, title and interest throughout the world in all Transferred Marks assigned to Buyer hereunder; and (ii) execute applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such right, title and interest in Buyer. In the event Buyer is unable for any reason, after reasonable effort, to secure such Seller's signature on any document needed to perfect the transfer of ownership of the Transferred Marks, such Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as such Seller's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on such Seller's behalf to execute and file such documents, with the same legal force and effect as if executed by such Seller. Each Seller agrees to provide such assistance and cooperation as Buyer may reasonably request in connection with Buyer's prosecution of any trademark applications included in the Transferred Marks (including appeals in connection therewith), including providing documents and materials in the possession or control of such Seller and making the named inventors in any of the trademark applications reasonably available to Buyer upon reasonable prior notice if such inventors remain employed by such Seller or any of its Affiliates at the time of such Seller's receipt of such written notice from Buyer.

2. Terms of the Asset Purchase Agreement. This Trademark Assignment is being delivered pursuant to the Asset Purchase Agreement, and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the Asset Purchase Agreement. Each Seller and Buyer acknowledge and agree that the representations, warranties, conditions, limitations, covenants and agreements contained in the Asset Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. The rights and remedies of Buyer or any Seller under the Asset Purchase Agreement shall not be deemed to be enlarged, modified, or in any way altered by the terms of this Trademark Assignment. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Trademark Assignment, the terms of the Asset Purchase Agreement shall prevail.

3. General Provisions. Article IX (other than Section 9.9) of the Asset Purchase Agreement is incorporated herein by reference, mutatis mutandis.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first above written.

Sellers:


SUNEDISON, INC.

By: 

Name: John S. Dubel

Title: Authorized Signatory

State of New York, USA  
County of New York  
This instrument was acknowledged before me on 3/27/17 by John Dubel as an officer of SunEdison, Inc.,

Signature: 

(Seal, if any)

Name: Elizabeth H. Terhune

Title:

ELIZABETH H. TERHUNE

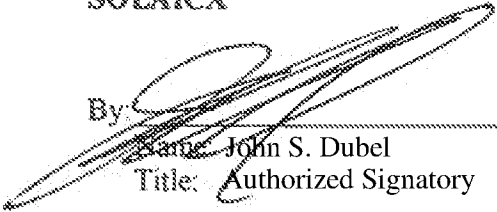
Notary Public, State of New York


No. 01TE4942184

Qualified in New York County

Commission Expires December 4, 2018

SOLAICX

By   
Name: John S. Dubel  
Title: Authorized Signatory

State of New York, USA  
County of New York  
This instrument was acknowledged before me on 3/27/17 by John Dubel as an officer of Solaicx, Inc.,  
Signature:   
(Seal, if any) Name: Elizabeth H. Terhune  
Title: ELIZABETH H. TERHUNE  
Notary Public, State of New York  
No. 01TE4942184  
Qualified in New York County  
Commission Expires December 4, 2018

MEMC PASADENA, INC.

By

Name: John S. Dubel

Title: Authorized Signatory

State of New York, USA  
County of New York  
This instrument was acknowledged before me on 3/27/17 by John Dubel as an officer of MEMC Pasadena, Inc.,  
Signature: [Signature]  
(Seal, if any) Name: Elizabeth H. Terhune  
Title: ELIZABETH H. TERHUNE  
Notary Public, State of New York  
No. 01TE4942184  
Qualified in New York County  
Commission Expires December 4, 2018

[Signature Page to Trademark Assignment Agreement]

SUNEDISON PRODUCTS SINGAPORE PTE.  
LTD.

By: 


Name: John S. Dobel

Title: Authorized Signatory

State of New York, USA

County of New York

This instrument was acknowledged before me on 3/27/17 by John Dobel as an authorized signatory of SunEdison Products Singapore Pte. Ltd.

Signature: 

(Seal, if any)

Name: Elizabeth H. Terhune

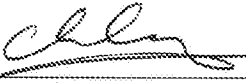
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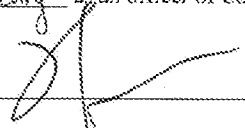
**ELIZABETH H. TERHUNE**  
Notary Public, State of New York  
No. 01TE4942184  
Qualified in New York County  
Commission Expires December 4, 2018



Buyer:

**CORNER STAR LIMITED**

By:   
Name: Charles Yeung  
Title: Director

Country Hong Kong  
This instrument was acknowledged before me on 31 MAR 2017 by Charles Yeung as an officer of Corner Star Limited  
(Seal, if any)  
Signature:   
Name: Fung Shui Yu, Corinna  
Solicitor, Hong Kong SAR  
Title: \_\_\_\_\_

[Signature Page to Trademark Assignment Agreement]

**Exhibit A to the Trademark Assignment**

1. All common law trademark rights arising in any jurisdiction anywhere in the world with respect to each of "SiGran", "Z Series", "R Series", "Silvantis", and "ZWS" (if and to the extent such rights exist in any jurisdiction).
  
2. "Zero White Space" and any and all registrations and applications to register any of the foregoing in any jurisdiction in which such registration has been obtained, or application has been filed, anywhere in the world, including the following
  - a. U.S. Trademark Application No. 86/456,771 for "ZERO WHITE SPACE"
  
  - b. U.S. Trademark Application No. 86/456,741 for "ZWS"