

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement Recorded at Reel 5840 / Frame 0428		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch, as the original administrative agent		05/19/2017	Banking Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as the successor administrative agent		
Street Address:	110 East 59th Street		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77979310	FIRSTWIND	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6463667120		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Daniel Gold/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	NEW YORK, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1111788-0158-N997		
NAME OF SUBMITTER:	Daniel Gold		
SIGNATURE:	/Daniel Gold/		
DATE SIGNED:	05/19/2017		
Total Attachments: 9			
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (the “Assignment”) is made and entered into as of May 19, 2017 by Deutsche Bank AG New York Branch, as the original administrative agent (in such capacity, “Assignor”), in favor of Cantor Fitzgerald Securities, as the successor administrative agent (in such capacity, “Assignee”).

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Pledge and Security Agreement, dated as of April 26, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among, inter alios, SunEdison, Inc., the other grantors party thereto (together with SunEdison, Inc., collectively, the “Grantors”), and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) all of the trademark security agreements made by the Grantors in favor of Assignor, including the trademark security agreements dated April 26, 2016 recorded at the United States Patent and Trademark Office at Reel 5778, Frame 0827, Reel 5778, Frame 0810, Reel 5778, Frame 0841, and Reel 5778, Frame 0864, and the trademark security agreement dated July 15, 2016 recorded at the United States Patent and Trademark Office at Reel 5840, Frame 0428 (collectively, the “Trademark Security Agreements”), the Grantors have granted to Assignor a continuing security interest in, and lien on, all of its right, title and interest in, to and under the trademark collateral as set forth under the Security Agreement and Trademark Security Agreements, including those trademark registrations and applications set forth on Schedule I (the “Trademark Collateral”);

WHEREAS, pursuant to that certain Amended and Restated Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of May 2, 2017, among, inter alios, SunEdison, Inc., a debtor and debtor-in-possession, as borrower, the lenders party thereto, and Assignee, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest in, to and under the Security Agreement and the Trademark Security Agreements, including, without limitation, Assignor’s security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security

Agreement and the Trademark Security Agreements, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. The security interest assigned to Assignee as the new administrative agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Trademark Security Agreements, and the Grantors hereby (i) confirm their grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledge and affirm that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement and the Trademark Security Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

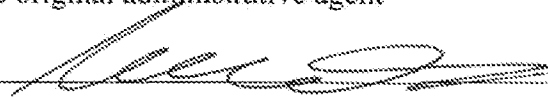
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

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

ASSIGNOR:

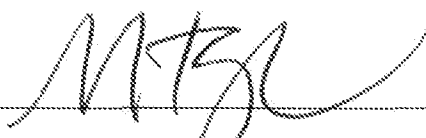
DEUTSCHE BANK AG NEW YORK BRANCH,
as the original administrative agent

By: 

Name: Anca Trifan

Title: Managing Director

Title: _____

By: 

Name: Marcus Tarkington

Title: Director

Title: _____

ACCEPTED AND AGREED
as of the date above first written:

ASSIGNEE:

CANTOR FITZGERALD SECURITIES,
as the successor administrative agent

By: _____

Name: James Bond

Chief Operating Officer

Title: _____



[Signature Page to SunEdison Assignment of Trademark Security Agreement]

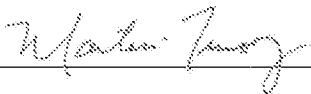
ACCEPTED AND AGREED

as of the date above first written:

GRANTORS:

SUNEDISON, INC.

as Grantor

By: 

Name: Martin Truong

Title: SVP, General Counsel and Secretary

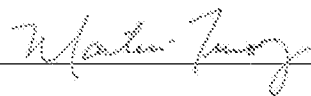
ENFLEX CORPORATION

SUN EDISON LLC

FOTOWATIO RENEWABLE VENTURES, INC.

FIRST WIND ENERGY, LLC

as Grantors

By: 

Name: Martin Truong

Title: Authorized Officer

Schedule I
Trademarks

Grantor	Trademark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
Enflex Corporation	ENFLEX	United States of America	75/043,843	16-Jan-1996	2,094,250	09-Sep-1997
Sun Edison LLC	ERADICATION OF DARKNESS	India	2319231	20-Apr-2012		
SunEdison, Inc.	SILVANTIS	United States of America	85/447,913	14-Oct-2011	4,396,795	03-Sep-2013
Sun Edison LLC	SIMPLIFYING SOLAR	Canada	1381550	31-Jan-2008	TMA734254	11-Feb-2009
Sun Edison LLC	SIMPLIFYING SOLAR	European Community	6650659	07-Feb-2008	6650659	20-Apr-2009
Sun Edison LLC	SIMPLIFYING SOLAR	United States of America	77/279,889	14-Sep-2007	3,439,842	03-Jun-2008
Sun Edison LLC	SOLAROWN	United States of America	86/224,534	18-Mar-2014	4,693,434	24-Feb-2015
Sun Edison LLC	SUNEDISON	Australia	1641854	20-Aug-2014	1641854	23-Mar-2015
Sun Edison LLC	SUNEDISON	Brazil	840373333	20-Dec-2012	840373325	01-Dec-2015
Sun Edison LLC	SUNEDISON	Brazil	840373325	20-Dec-2012	840373333	01-Dec-2015
Sun Edison LLC	SUNEDISON	Canada	1386922	11-Mar-2008	TMA780895	27-Oct-2010
Sun Edison LLC	SUNEDISON	Chile	977088	02-Nov-2011	1016337	19-Jun-2013
Sun Edison LLC	SUNEDISON	Chile	977087	02-Nov-2011	1016335	19-Jun-2013
Sun Edison LLC	SUNEDISON	China (People's Republic)	8405208	18-Jun-2010	8405208	21-Jul-2011
Sun Edison LLC	SUNEDISON	China (People's Republic)	8405209	21-Jun-2010	8405209	21-Sep-2011
Sun Edison LLC	SUNEDISON	China (People's Republic)	8405207	18-Jun-2010	8405207	14-Aug-2011
Sun Edison LLC	SUNEDISON	Colombia	11-145605	27-Oct-2011	452521	21-Jun-2012
Sun Edison LLC	SUNEDISON	Colombia	11-145634	27-Oct-2011	452522	21-Jun-2012
Sun Edison LLC	SUNEDISON	El Salvador	E-135137-2014	25-Apr-2014	123/248	12-Mar-2015
Sun Edison LLC	SUNEDISON	El Salvador	E-135136-2014	25-Apr-2014	20/250	28-Apr-2015
Sun Edison LLC	SUNEDISON	Guatemala	2014-004174	05-May-2014	206201	04-May-2015

Grantor	Trademark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
Sun Edison LLC	SUNEDISON	Guatemala	2014-004144	05-May-2014	208474	08-Sept-2015
Sun Edison LLC	SUNEDISON	Honduras	14291/2014	25-Apr-2014	21394	23-Jun-2015
Sun Edison LLC	SUNEDISON	Honduras	14289/2014	25-Apr-2014	21390	23-June-2015
Sun Edison LLC	SUNEDISON	India	1603976	20-Sep-2007		
Sun Edison LLC	SUNEDISON	India	1603975	20-Sep-2007		
Sun Edison LLC	SUNEDISON	Israel	212403	12-Jun-2008	212403	07-Feb-2010
Sun Edison LLC	SUNEDISON	Israel	212402	12-Jun-2008	212402	07-Feb-2010
Sun Edison LLC	SUNEDISON	Korea, Republic of	41-2010-0017651	12-Jul-2010	41-222326	02-Dec-2011
Sun Edison LLC	SUNEDISON	Malaysia	2011-012116	01-Jul-2011	2011-012116	28-Jun-2012
Sun Edison LLC	SUNEDISON	Malaysia	2011012117	01-Jul-2011	2011012117	12-Dec-2013
Sun Edison LLC	SUNEDISON	Mexico	1224398	01-Nov-2011	1280077	18-Apr-2012
Sun Edison LLC	SUNEDISON	Mexico	1224400	01-Nov-2011	1304934	20-Aug-2012
Sun Edison LLC	SUNEDISON	Panama	231677-01	02-May-2014	231677-01	27-Aug-2015
Sun Edison LLC	SUNEDISON	Peru	472483	03-Nov-2011	71330	18-Apr-2012
Sun Edison LLC	SUNEDISON	Peru	472482	03-Nov-2011	70688	05-Mar-2012
Sun Edison LLC	SUNEDISON	Philippines	4-2011-008144	13-Jul-2011	4-2011-008144	22-Dec-2011
Sun Edison LLC	SUNEDISON	Puerto Rico	70562	08-Mar-2010	200740	06-Mar-2015
Sun Edison LLC	SUNEDISON	Puerto Rico	70563	08-Mar-2010		
Sun Edison LLC	SUNEDISON	South Africa	2011/15672	28-Jun-2011	2011/15672	09-Jan-2013
Sun Edison LLC	SUNEDISON	South Africa	2011/15671	28-Jun-2011	2011/15671	09-Jan-2013
Sun Edison LLC	SUNEDISON	Thailand	854974	18-Jul-2012	SM65102	14-Jan-2015
Sun Edison LLC	SUNEDISON	United Arab Emirates	114860	18-Jun-2008	99780	01-Feb-2010
Sun Edison LLC	SUNEDISON	United Arab Emirates	114861	18-Jun-2008	99781	01-Feb-2010
Sun Edison LLC	SUNEDISON	United States of America	78/907,165	13-Jun-2006	3,407,196	01-Apr-2008

Grantor	Trademark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
Sun Edison LLC	SUNEDISON (stylized) With Fireball Logo	El Salvador	E-135139-2014	25-Apr-2014	16/250	28-Apr-2015
Sun Edison LLC	SUNEDISON (stylized) With Fireball Logo	El Salvador	E-135138-2014	25-Apr-2014	152/256	14-Aug-2015
Sun Edison LLC	SUNEDISON (stylized) With Fireball Logo	Guatemala	2014-004175	05-May-2014		
Sun Edison LLC	SUNEDISON (stylized) With Fireball Logo	Guatemala	2014-004152	05-May-2014	209729	13-Oct-2015
Sun Edison LLC	SUNEDISON (stylized) With Fireball Logo	Honduras	14290/2014	25-Apr-2014	21391	23-Jun-2015
Sun Edison LLC	SUNEDISON (stylized) With Fireball Logo	Honduras	14292/2014	25-Apr-2014	21389	24-June-2015
Sun Edison LLC	SUNEDISON (stylized) With Fireball Logo	Panama	231675-01	02-May-2014	231675-01	18-Mar-2015
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Canada	1386928	11-Mar-2008	TMA781852	08-Nov-2010
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	China (People's Republic)	8405211	21-Jun-2010	8405211	21-Sep-2011
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	China (People's Republic)	8405210	19-May-2010	8405210	14-Aug-2011
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	China (People's Republic)	8405212	21-Jun-2010	8405212	21-Sep-2011
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Colombia	11-146505	27-Oct-2011	458196	17-Aug-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Colombia	11-146502	27-Oct-2011	458195	17-Aug-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	European Community	6739056	11-Mar-2008	6739056	20-May-2009
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	India	1927773	25-Feb-2010	1927773	30-Mar-2011
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	India	1927774	25-Feb-2010	1927774	22-Nov-2011
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Israel	221485	18-Jun-2009	221485	02-Jul-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING	Israel	221486	18-Jun-2009	221846	02-Jul-2012

Grantor	Trademark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
	SOLAR & design					
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Korea, Republic of	41-2010-0017652	12-Jul-2010	41-222356	02-Dec-2011
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & Design	Mexico	1224396	01-Nov-2011	1303186	13-Aug-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Mexico	1224395	01-Nov-2011	1280076	18-Apr-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Peru	472484	03-Nov-2011	70929	15-Mar-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Peru	472485	03-Nov-2011	71318	17-Apr-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Puerto Rico	70560	08-Mar-2010	200736	06-Mar-2015
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Puerto Rico	70561	08-Mar-2010	200738	06-Mar-2015
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	South Africa	2011/15673	28-Jun-2011		
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	South Africa	2011/15674	28-Jun-2011		
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	Thailand	783969	13-Oct-2010	SM55543	07-Dec-2012
Sun Edison LLC	SUNEDISON SIMPLIFYING SOLAR & design	United States of America	77/279,959	14-Sep-2007	3,426,602	13-May-2008
Fotowatio Renewable Ventures, Inc.	ORO VERDE	United States of America	85/976,660	17-May-2011	4,165,926	26-Jun-2012
First Wind Energy, LLC	Firstwind + design	United States of America	77/979310	14-April 2008	3815779	6-July 2010