

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vivint Solar, Inc.		01/26/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	87398303	VIVINT.SOLAR	
Serial Number:	86617384	GOSOLAR.COM	
Serial Number:	86617302	GO SOLAR	
Serial Number:	86616183	GO	
Serial Number:	86669605	PAY LESS FOR POWER	
Serial Number:	86666069	WE ARE GO	
Registration Number:	5235108	SUNEYE	
Registration Number:	5230140	VIVINT.SOLAR	
Registration Number:	5225668	VIVINT SOLAR	
Registration Number:	5008263	VIVINT.SOLAR	
Registration Number:	5008262	VIVINT SOLAR	
Registration Number:	5008261	VIVINT.SOLAR	
Registration Number:	4995841	VIVINT.SOLAR	
Registration Number:	4995828	VIVINT SOLAR	
Registration Number:	4995827	VIVINT.SOLAR	
Registration Number:	4993610	VIVINT. SOLAR	
Registration Number:	4978238	VIVINT.SOLAR	
Registration Number:	4877811	VIVINT. SOLAR	
Registration Number:	4870921	VIVINT.SOLAR	

CH \$590.00 87398303

Property Type	Number	Word Mark
Registration Number:	4547991	VIVINT.SOLAR
Registration Number:	4547990	VIVINT.SOLAR
Registration Number:	4543866	VIVINT.SOLAR
Registration Number:	3792411	SOLMETRIC

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Kristin Yohannan, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.70800
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	02/07/2018

Total Attachments: 8

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- source=Vivint Solar -- Executed IP Security Agreement (Compiled and Dated)#page2.tif
- source=Vivint Solar -- Executed IP Security Agreement (Compiled and Dated)#page3.tif
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- source=Vivint Solar -- Executed IP Security Agreement (Compiled and Dated)#page8.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT (this "IP Security Agreement"), dated as of *January 26 2018*, by Vivint Solar, Inc. (the "Grantor"), in favor of GOLDMAN SACHS LENDING PARTNERS LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated March 3, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this IP Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) Patents of the Grantor listed on Schedule I attached hereto; and
- (b) registered Trademarks and Trademarks with respect to which applications for registration are pending of the Grantor listed on Schedule II attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents and Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Patents and Trademarks under this IP Security Agreement.

SECTION 5. Counterparts. This IP Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto

may execute this IP Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this IP Security Agreement.

[Signature pages follow.]

VIVINT SOLAR, INC.

By:



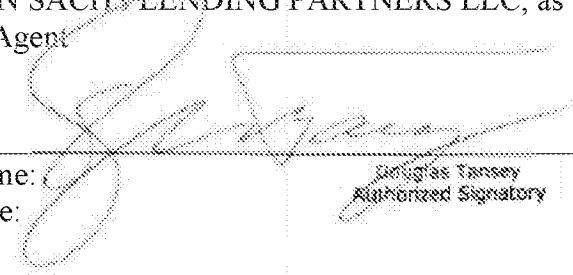
Name: Thomas Plagemann
Title: Chief Commercial Officer

GOLDMAN SACHS LENDING PARTNERS LLC, as
Collateral Agent

By: _____

Name: _____

Title: _____


Douglas Tarsey
Authorized Signatory

Schedule I
to
IP SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Pending Patent Applications:

TITLE	APPLICATION NO.
SOLAR ACCESS MEASUREMENT	15/611,419
SOLAR MODULE COVERS	15/594,328
SOLAR MODULE COVERS	62/335,245
LIFT SYSTEMS AND DEVICES	62/372,536
REDUNDANT COMMUNICATIONS BACKHAUL FOR RESIDENTIAL ENERGY SYSTEMS	62/511,067
LIFT SYSTEMS AND DEVICES	15/673,198

Issued Patents:

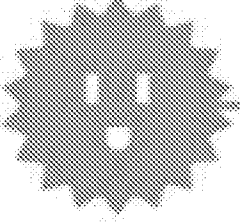
TITLE	PATENT NO.
SOLAR ACCESS MEASUREMENT DEVICE	7,873,490
SKYLINE IMAGING SYSTEM FOR SOLAR ACCESS DETERMINATION	7,690,123
SOLAR MONITOR FOR SOLAR DEVICE	8,610,425
SKYLINE IMAGING SYSTEM FOR SOLAR ACCESS DETERMINATION	7,861,422
SOLAR ACCESS MEASUREMENT DEVICE	8,386,179
METHODS FOR SOLAR ACCESS MEASUREMENT	9,697,644
PREDICTING PRODCUTION OF PHOTOVOLTAIC SYSTEMS	9,660,576

Published Patents:

TITLE	PUBLICATION NO.
PHOTOVOLTAIC SYSTEM INSTALLATION	US-2015-0294428-A1
SOLAR MODULE CARRIER	US 2016-0214798 A1
VIRTUAL NET METERING FOR PHOTOVOLTAIC SYSTEMS	US 2016-0189319 A1
SOLAR SYSTEM WITH REDUNDANT DATA CONNECTION	US 2016-0366602 A1
PHOTOVOLTAIC MEASUREMENT SYSTEM	US 2016-0371544 A1
SOLAR MODULE MOUNTING	US 2017-0077866 A1
SOLAR PHOTOVOLTAIC MEASUREMENT	US 2017-0116460 A1

**Schedule II
to
IP SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND USE APPLICATIONS**

Unregistered Trademarks, all owned by Vivint Solar, Inc.:

MARK
Simply Brighter
Simple, affordable solar solutions
Solar Academy
Solar Core
Powers of Magnitude
Solar Price Protection Plan
Save Money, Gain Energy Independence, Go Green
Lights On


Unregistered, Pending (Federal) Trademarks:

MARK	APPLICATION	CLASSES
VIVINT.SOLAR	87/398,303	035, 036, 037, 039, 042
GOSOLAR.COM	86/617,384	035, 036, 037, 039, 042
GO SOLAR	86/617,302	035, 036, 037, 039, 042
GO	86/616,183	035, 036, 037, 039, 042
PAY LESS FOR POWER	86/669,605	035, 036, 037, 039, 042
WE ARE GO	86/666,069	035, 036, 037, 039, 042

Federally Registered Trademarks:

MARK	REGISTRATION	REG.	CLASS
SUNEYE	5,235,108	7/4/2017	009
VIVINT.SOLAR	5,230,140	6/27/2017	035, 036, 037, 042
VIVINT	5,225,668	6/20/2017	035, 036, 037, 042
vivint.solar	5,008,263	7/26/2016	035, 037, 042
VIVINT	5,008,262	7/26/2016	035, 037, 042

VIVINT.SOLAR	5,008,261	7/26/2016	035, 037, 042
vivint.solar	4,995,841	7/12/2016	039
VIVINT	4,995,828	7/12/2016	039
VIVINT.SOLAR	4,995,827	7/12/2016	039
VIVINT.SOLAR	4,993,610	7/5/2016	009
VIVINT.SOLAR	4,978,238	6/14/2016	035
VIVINT.SOLAR	4,877,811	12/29/2015	009
VIVINT.SOLAR	4,870,921	12/15/2015	045
VIVINT.SOLAR	4,547,991	6/10/2014	042
VIVINT.SOLAR	4,547,990	6/10/2014	037
VIVINT.SOLAR	4,543,866	6/3/2014	025
SOLMETRIC	3,792,411	5/25/2010	009

Foreign Trademarks:

SOLMETRIC	CN 12560897	10/7/2014	042
SUNEYE	CN 12560896	10/7/2014	042
SOLMETRIC	CN 12545725	10/7/2014	009
SOLMETRIC	IN 2523405	5/1/2013	009, 042
SUNEYE	IN 2523404	5/1/2013	009, 042
SUNEYE	EU 008797557	8/18/2010	009, 042
SOLMETRIC	EU 008797532	8/18/2010	009, 042