

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM754952

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sunpower Corporation		09/12/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	900 W. Trade Street		
<b>Internal Address:</b>	Gateway Village - 900Bldg.		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86391452	BOTTLE THE SUN	
<b>Serial Number:</b>	86873232	DEMAND BETTER SOLAR	
<b>Serial Number:</b>	87860640	EDDIE	
<b>Serial Number:</b>	86473146	ENERGYLINK	
<b>Serial Number:</b>	86729049	EQUINOX	
<b>Serial Number:</b>	86873498	EXPERIENTIAL LEARNING. EXPANDING OPPORTU	
<b>Serial Number:</b>	86530938	HELIX	
<b>Serial Number:</b>	87165310	HELIX	
<b>Serial Number:</b>	88650638	HELIX	
<b>Serial Number:</b>	90067023	HUB+	
<b>Serial Number:</b>	86237687	INVISIMOUNT	
<b>Serial Number:</b>	86853808	LIGHT ON LAND	
<b>Serial Number:</b>	90673885	MYSUNPOWER	
<b>Serial Number:</b>	88400170	ONEROOF	
<b>Serial Number:</b>	76674897	SMARTER SOLAR	
<b>Serial Number:</b>	87860638	SOL	
<b>Serial Number:</b>	76283765	SUNPOWER	
<b>Serial Number:</b>	76688239	SUNPOWER	

CH \$715.00 86391452

Property Type	Number	Word Mark
Serial Number:	77879227	SUNPOWER
Serial Number:	85585503	SUNPOWER
Serial Number:	86570439	SUNPOWER
Serial Number:	86570450	SUNPOWER
Serial Number:	86844314	SUNPOWER EQUINOX
Serial Number:	86960407	SUNPOWER GIVING
Serial Number:	86731907	SUNPOWER HORIZONS
Serial Number:	78088858	SUNTILE
Serial Number:	90021263	SUNVAULT
Serial Number:	86979142	THE POWER OF ONE

**CORRESPONDENCE DATA**

**Fax Number:** 2127514864

*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:** 12129061216

**Email:** angela.amaru@lw.com

**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru

**Address Line 1:** 1271 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10020

<b>ATTORNEY DOCKET NUMBER:</b>	042525-0308
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/s/Angela M. Amaru
<b>DATE SIGNED:</b>	09/13/2022

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 12, 2022 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of Bank of America, N.A., as Collateral Agent (in such capacity and together with its successors and assigns in such capacity, the "Agent") for the Secured Parties.

**WHEREAS**, the Grantors entered into a Collateral Agreement dated as of September 12, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between the Grantors, the other grantors party thereto and the Agent, pursuant to which each of the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto (including by reference) in the Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of

the Lanham Act, 15 U.S.C. § 1051, prior to the filing with and acceptance by the United States Patent and Trademark Office of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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. 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.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

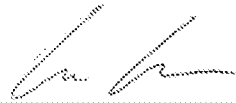
### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SUNPOWER CORPORATION**



By: \_\_\_\_\_

Name: Guthrie Dundas

Title: Interim Chief Financial Officer

Accepted and Agreed:

**BANK OF AMERICA, N.A.,**  
as Agent

By: Christine Trotter  
Name: Christine Trotter  
Title: Vice President

*[Signature page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007845 FRAME: 0898**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Trademark</u>	<u>Application/ Serial No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>	<u>Owner</u>
BOTTLE THE SUN	86/391,452	Sep 10 2014	5,541,234	Aug 14 2018	United States	SunPower Corporation
DEMAND BETTER SOLAR	86/873,232	Jan 12 2016	5,157,565	Mar 7 2017	United States	SunPower Corporation
EDDIE	87/860,640	Apr 3 2018	5,610,970	Nov 20 2018	United States	SunPower Corporation
ENERGYLINK	86/473,146	Dec 5 2014	5,129,560	Jan 24 2017	United States	SunPower Corporation
EQUINOX	86/729,049	Aug 18 2015	5,794,785	Jul 2 2019	United States	SunPower Corporation
EXPERIENTIAL LEARNING. EXPANDING OPPORTUNITIES.	86/873,498	Jan 12 2016	5,396,950	Feb 6 2018	United States	SunPower Corporation
HELIX	86/530,938	Feb 11 2015	5,514,044	Jul 10 2018	United States	SunPower Corporation
HELIX	87/165,310	Sep 8 2016	5,751,710	May 14, 2019	United States	SunPower Corporation
HELIX	88/650,638	Oct 11 2019	6,571,716	Nov 30 2021	United States	SunPower Corporation
HUB+	90/067,023	Jul 22 2020	N/A	N/A	United States	SunPower Corporation
INVISIMOUNT	86/237,687	Mar 31 2014	4,818,863	Sep 22 2015	United States	SunPower Corporation
LIGHT ON LAND	86/853,808	Dec 18 2015	5,247,139	Jul 18 2017	United States	SunPower Corporation
MYSUNPOWER	90/673,885	Apr 27 2021	6,705,323	Apr 19 2022	United States	SunPower Corporation
ONEROOF	88/400,170	Apr 24 2019	6,435,013	Jul 27 2021	United States	SunPower Corporation
SMARTER SOLAR	76/674,897	Apr 2 2007	4,449,352	Dec 17 2013	United States	SunPower Corporation
SOL	87/860,638	Apr 3 2018	5,616,018	Nov 27 2018	United States	SunPower Corporation
SUNPOWER	76/283,765	Jul 11 2001	2,690,090	Feb 25 2003	United States	SunPower Corporation
SUNPOWER	76/688,239	Mar 31 2008	3,582,037	Mar 3 2009	United States	SunPower Corporation

<u>Trademark</u>	<u>Application/ Serial No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>	<u>Owner</u>
SUNPOWER	77/879,227	Nov 23 2009	3,929,715	Mar 8 2011	United States	SunPower Corporation
SUNPOWER	85/585,503	Mar 30 2012	4,237,317	Nov 6 2012	United States	SunPower Corporation
SUNPOWER and Design (Blue Background)	86/570,439	Mar 19 2015	4,845,006	Nov 3 2015	United States	SunPower Corporation
SUNPOWER and Design (Orange Glow)	86/570,450	Mar 19 2015	4,910,015	Mar 1 2016	United States	SunPower Corporation
SUNPOWER EQUINOX	86/844,314	Dec 9 2015	5,503,507	Jun 26 2018	United States	SunPower Corporation
SUNPOWER GIVING	86/960,407	Mar 31 2016	5,633,286	Dec 18 2018	United States	SunPower Corporation
SUNPOWER HORIZONS	86/731,907	Aug 20 2015	5,261,662	Aug 8 2017	United States	SunPower Corporation
SUNTILE	78/088,858	Oct 17 2001	3,139,704	Sep 5 2006	United States	SunPower Corporation
SUNVAULT	90/021,263	Jun 25 2020	6,480,225	Sep 7 2021	United States	SunPower Corporation
THE POWER OF ONE	86/979,142	Nov 12 2015	5,108,239	Dec 27 2016	United States	SunPower Corporation