

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRST SOLAR, INC.		07/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. DEARBORN ST., 7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2457938	FIRST SOLAR	
Registration Number:	2486049	FIRST SOLAR	
Registration Number:	4130637	FIRST SOLAR	
Registration Number:	4130636	FIRST SOLAR	
Registration Number:	4264876	TETRACELL	
Registration Number:	4280099	TETRASUN	
Serial Number:	87368595	SERIES 6	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	(650) 251-5027		
Email:	ksolomon@stblaw.com		
Correspondent Name:	MARCELA ROBLEDO, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	2475 HANOVER STREET		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509265/1433		
NAME OF SUBMITTER:	Marcela Robledo		
SIGNATURE:	/mr/		

CH \$190.00 2457938

DATE SIGNED:	07/25/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Agreement”), effective as of July 10, 2017 is made by First Solar, Inc., a Delaware corporation, located at 350 West Washington Street, Suite 600, Tempe, Arizona 85281 (“Borrower”) in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at 10 S. Dearborn, 7th Floor, Chicago, IL 60603 as Administrative Agent (the “Agent”) for the banks and other financial institutions (the “Lenders”), parties to the Second Amended and Restated Credit Agreement dated as of July 10, 2017 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, the borrowing subsidiaries, the Lenders and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower, and certain subsidiaries of the Borrower have executed and delivered a Second Amended and Restated Guarantee and Collateral Agreement, dated as of July 10, 2017, in favor of the Agent (as amended or modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks (other than Excluded Assets);

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, of its Obligations, the Borrower, pursuant to the Guarantee and Collateral Agreement did, and hereby does, grant to the Agent, for the benefit of the Agent and the Lenders, a security interest (the “Security Interest”) in all of the Borrower’s right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired, including those Trademarks listed on Schedule A hereto (the “Trademark Collateral”); provided that the grant of the Security Interest shall not include or attach to any Excluded Asset.

Section 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States

Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FIRST SOLAR, INC.



By: *Richard A. Romero*

Name: Richard Romero

Title: Vice President, Treasury and Project Finance

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____

Name:

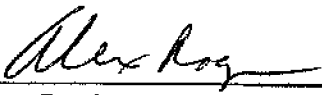
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FIRST SOLAR, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Name: Alex Rogin
Title: Executive Director

Schedule A

Trademarks and Trademark Applications

U.S. Trademark Registrations

Mark	Registration Date	Reg. No.
FIRST SOLAR	6/5/2001	2,457,938
FIRST SOLAR & Design	9/4/2001	2,486,049
FIRST SOLAR & DESIGN	4/24/2012	4,130,637
FIRST SOLAR	4/24/2012	4,130,636
SUNOPEN	9/13/2011	4,024,541
TETRACELL	12/25/2012	4,264,876
TetraSun	1/22/2013	4,280,099

U.S. Trademark Applications

Mark	Application Date	Application No.
SERIES 6	3/13/2017	87/368,595