

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6060390

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the SECURITY AGREEMENT ERRONEOUSLY LISTED AND RECORDED AGAINST U.S. APP. NO. 10/309,196 previously recorded on Reel 013964 Frame 0378. Assignor(s) hereby confirms the SECURITY AGREEMENT AS AMENDED.
CONVEYING PARTY DATA	
Name	Execution Date
MEMC ELECTRONIC MATERIALS, INC.	03/03/2003
MEMC PASADENA, INC.	03/03/2003
PLASMASIL, L.L.C.	03/03/2003
SIBOND, L.L.C.	03/03/2003
MEMC SOUTHWEST INC.	03/03/2003
MEMC INTERNATIONAL, INC.	03/03/2003
MEMC HOLDINGS CORPORATION	03/03/2003
RECEIVING PARTY DATA	
Name:	CITICORP USA, INC.
Street Address:	2 PENNS WAY
Internal Address:	SUITE 200
City:	NEW CASTLE
State/Country:	DELAWARE
Postal Code:	19720
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6361407
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:	202-787-5523
Email:	docket@morriskamlay.com
Correspondent Name:	MORRIS & KAMLAY LLP
Address Line 1:	1911 FORT MYER DR.
Address Line 2:	SUITE 1050
Address Line 4:	ARLINGTON, VIRGINIA 22209
NAME OF SUBMITTER:	AARON KAMLAY

PATENT

SIGNATURE:	/AS Kamlay/
DATE SIGNED:	04/14/2020
Total Attachments: 23 source=assignment-pat-13964-378 w correction#page1.tif source=assignment-pat-13964-378 w correction#page2.tif source=assignment-pat-13964-378 w correction#page3.tif source=assignment-pat-13964-378 w correction#page4.tif source=assignment-pat-13964-378 w correction#page5.tif source=assignment-pat-13964-378 w correction#page6.tif source=assignment-pat-13964-378 w correction#page7.tif source=assignment-pat-13964-378 w correction#page8.tif source=assignment-pat-13964-378 w correction#page9.tif source=assignment-pat-13964-378 w correction#page10.tif source=assignment-pat-13964-378 w correction#page11.tif source=assignment-pat-13964-378 w correction#page12.tif source=assignment-pat-13964-378 w correction#page13.tif source=assignment-pat-13964-378 w correction#page14.tif source=assignment-pat-13964-378 w correction#page15.tif source=assignment-pat-13964-378 w correction#page16.tif source=assignment-pat-13964-378 w correction#page17.tif source=assignment-pat-13964-378 w correction#page18.tif source=assignment-pat-13964-378 w correction#page19.tif source=assignment-pat-13964-378 w correction#page20.tif source=assignment-pat-13964-378 w correction#page21.tif source=assignment-pat-13964-378 w correction#page22.tif source=assignment-pat-13964-378 w correction#page23.tif	



ATTACHMENT A TO THE PATENT RECORDATION COVER SHEET

Additional Names of Conveying Parties

MEMC Pasadena, Inc.
PlasmaSil, L.L.C.
SiBond, L.L.C.
MEMC Southwest Inc.
MEMC International, Inc.
MEMC Holdings Corporation

ATTACHMENT B TO THE PATENT RECORDATION COVER SHEET

U.S. Patents

Application Numbers	Registration Numbers
10/135597	4395389
09/475320	4450960
09/495563	4532120
09/502340	4554141
09/704900	4608096
09/705092	4622082
09/859094	4632816
09/082906	4666532
09/332745	4668330
09/659537	4851358
09/691994	4868133
09/334003	5075092
09/853232	5178720
09/366850	5206004
09/372897	5211931
09/379383	5288366
09/416998	5290342
09/419151	5340437
09/438551	5376890
09/481080	5373807
09/506105	5377451
60/252715	5593494
09/943600	5593498
09/972608	5766341

Application Numbers	Registration Numbers
60/259000	5779791
60/258414	5787595
10/036917	5789309
60/258296	5791493
60/256783	5792273
60/264415	5795381
10/054629	5799728
60/259362	5814148
10/309196	5816274
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10/113378	5837662
60/280680	5839460
60/183103	5840120
60/285180	5840202
60/345165	5843234
60/289371	5843322
60/300208	5846318
60/337623	5849076
60/300364	5865670
60/301767	5870881
60/302907	5408951
60/337971	5417767
60/427792	5422316
60/345191	5439523
60/345178	5445679

Application Numbers	Registration Numbers
10/328481	5488924
60/362379	5494849
60/323827	5937312
60/309645	5516730
60/312573	5712198
60/325622	5518549
60/325660	5550374
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60/425547	5573680
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09/807907	5588993
10/204654	5592295
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60/273980	5605487
10/038550	5622568
10/022967	5855859
10/177444	5632666
10/277660	5653799
60/411544	5665159
60/315846	5656078
10/252479	5668045
10/067070	5676751
10/073506	5679055

Application Numbers	Registration Numbers
09/270366	5735258
09/874487	5746834
09/507811	5753567
09/512529	5762491
09/543194	5765890
09/543192	5770522
10/229415	5919311
09/752222	5922127
09/568356	6053974
09/607391	5935328
09/608302	5942032
09/370349	5948699
09/704893	5964953
09/730171	5968263
09/730172	6093913
09/535759	6254672
10/038084	6409826
08/971253	6312517
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09/610277	5919302
09/633532	6100167
09/661745	6112738
09/661821	6114245
09/723847	6120350
09/751897	6129048

Application Numbers	Registration Numbers
09/757121	6135863
09/769773	6168961
09/815508	6171391
09/928559	6177279
09/797391	6164299
60/257646	6179950
	6183553
10/050026	6339016
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	6190631
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	6284039
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	6284384
	6285011
	6287382
	6293139
	6482269
	6330971
	6344083
	6479386

Application
Numbers

Registration
Numbers

6461427

6444027

5882402

5882989

5885344

5891250

5894711

5904768

6214109

5906533

5908504

5910295

5913975

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6006736

6006738

6015335

6019838

6026963

6030887

6039801

Application
Numbers

Registration
Numbers

6315828
6039807
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6063235
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6086678
6089285
6203611
6203614
6210640
6214704
6227944
6230720
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6241818
6257954
6294469
6312516
6328795
6287380
6409827
6338805
6336968

Application
Numbers

Registration
Numbers

6431619

6318389

6435474

6361407

6454635

6391662

6454851

6482263

6398631

6447601

6485992



PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT made as of this 3rd day of March, 2003 (the "Agreement").

By and among:

Grantors (as defined herein)
-and-
Collateral Agent (as defined herein)

WHEREAS, in accordance with the SECURITY AGREEMENT dated as of March 3, 2003, (as amended from time to time, the "Investor Revolver Security Agreement") among MEMC ELECTRONIC MATERIALS, INC. (the "Borrower"), each subsidiary of Borrower listed on Schedule I hereto (each such subsidiary individually a "Subsidiary" or a "Guarantor" and, collectively, the "Subsidiaries" or "Guarantors"; and the Guarantors and Borrower are referred to collectively herein as the "Grantors") and CITICORP USA, INC., a Delaware corporation, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Investor Revolver Security Agreement), which is attached as an exhibit to the Revolving Credit Agreement among the Borrower, the lenders from time to time party thereto (the "Lenders"), the Collateral Agent and CITICORP USA, INC., as administrative agent for the Lenders, the Grantors have agreed to grant to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in, among other things, the Patents (as defined herein).

NOW THEREFORE, in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

1. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Investor Revolver Security Agreement. As used herein, the following terms shall have the following meanings:

"Patents" means all of the issued United States patents and pending United States patent applications listed on Schedule II.

2. As security for the payment or performance, as the case may be, in full of the Investor Revolver Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all of the Patents, which Patents shall hereafter constitute Collateral.

3. This Agreement is made to secure the satisfactory performance and payment of all the Investor Revolver Obligations. Upon termination of the Investor Revolver Security Agreement or release of a Grantor's obligations thereunder, the Collateral Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantors or a Grantor, as the case may be, an instrument in writing releasing the security interest in the Patents acquired under this

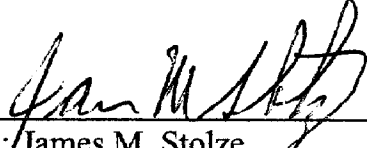
Agreement. Additionally, upon such satisfaction, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the subject collateral.

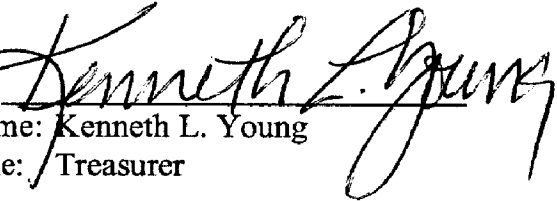
4. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for the benefit of the Secured Parties under the Investor Revolver Security Agreement. The Investor Revolver Security Agreement (and all rights and remedies of the Collateral Agent and Secured Parties) shall remain in full force and effect in accordance with its terms. The rights and remedies of the Collateral Agent and Secured Parties with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Investor Revolver Security Agreement, all terms and provisions of which are incorporated herein by reference.

5. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

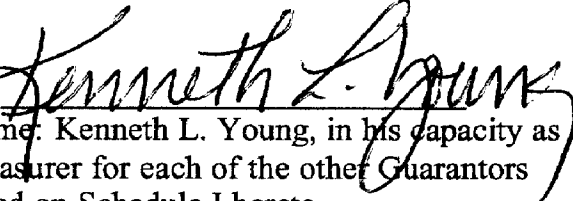
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MEMC ELECTRONIC MATERIALS, INC.

By 
Name: James M. Stolze
Title: Executive Vice President,
Chief Financial Officer

By 
Name: Kenneth L. Young
Title: Treasurer

EACH OF THE OTHER GUARANTORS
LISTED ON SCHEDULE I HERETO,

By 
Name: Kenneth L. Young, in his capacity as
Treasurer for each of the other Guarantors
listed on Schedule I hereto

CITICORP USA, INC., as Administrative

Agent and Collateral Agent

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MEMC ELECTRONIC MATERIALS, INC.

By _____

Name: James M. Stolze

Title: Executive Vice President,
Chief Financial Officer

By _____

Name: Kenneth L. Young

Title: Treasurer

EACH OF THE OTHER GUARANTORS
LISTED ON SCHEDULE I HERETO,

By _____

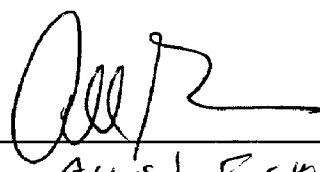
Name: Kenneth L. Young, in his capacity as
Treasurer for each of the other Guarantors
listed on Schedule I hereto

CITICORP USA, INC., as Administrative
Agent and Collateral Agent

By _____

Name:

Title:


ALLEN FOSTER
VICE PRESIDENT

SCHEDULE I
GUARANTORS

MEMC Pasadena, Inc. (United States)
PlasmaSil, L.L.C. (United States)
SiBond, L.L.C. (United States)
MEMC Southwest Inc. (United States)
MEMC International, Inc. (United States)
MEMC Holdings Corporation (United States)

Schedule II to the Patent Security Agreement

U.S. Patent Application Numbers	U.S. Patent Registration Numbers
10/135597	4395389
09/475320	4450960
09/495563	4532120
09/502340	4554141
09/704900	4608096
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09/372897	5211931
09/379383	5288366
09/416998	5290342
09/419151	5340437
09/438551	5376890
09/481080	5373807
09/506105	5377451
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09/943600	5593498
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10/036917		5789309
60/258296		5791493
60/256783		5792273
60/264415		5795381
10/054629		5799728
60/259362		5814148
10/309196		5816274
60/280035	ASK 4/14/2020	5827113
10/113378		5837662
60/280680		5839460
60/183103		5840120
60/285180		5840202
60/345165		5843234
60/289371		5843322
60/300208		5846318
60/337623		5849076
60/300364		5865670
60/301767		5870881
60/302907		5408951
60/337971		5417767
60/427792		5422316
60/345191		5439523

U.S. Patent Application Numbers
60/345178
10/328481
60/362379
60/323827
60/309645
60/312573
60/325622
60/325660
10/294325
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60/425556
10/296619
09/743071
09/807907
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U.S. Patent Registration Numbers
5445679
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U.S. Patent Application Numbers
10/067070
10/073506
09/270366
09/874487
09/507811
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09/752222
09/568356
09/607391
09/608302
09/370349
09/704893
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U.S. Patent Registration Numbers
5676751
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5919302
6100167
6112738

U.S. Patent Application Numbers
09/661821
09/723847
09/751897
09/757121
09/769773
09/815508
09/928559
09/797391
60/257646
10/050026 to be filed

U.S. Patent Registration Numbers
6114245
6120350
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