

Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

SunPower Corporation
430 Indio Way
Sunnyvale, CA 94086

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____
Citizenship Delaware

Execution Date(s) December 2, 2005

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: Credit Suisse, Cayman Islands
Branch

Internal Address: _____

Street Address: Eleven Madison Avenue

City: New York

State: New York

Country: USA Zip: 10010

Association – Citizenship _____
 General Partnership – Citizenship _____
 Limited Partnership – Citizenship _____
 Corporation – Citizenship _____
 Other Swiss Bank
Citizenship Switzerland

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other _____

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

B. Trademark Registration No(s).

2690090

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Jonathan Seiden, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-3697
Fax: (917) 777-3697
JSeiden@skadden.com

6. Total number of applications and registrations involved: 1

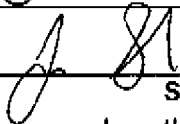
7. Total fee (37 CFR 1.21(h) and 3.41) \$40

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 217730/1926)

8. Payment Information

Deposit Account No. 19-2385
Authorized user Name: Philip H. Bartels

9. Signature.


Signature

December 14, 2005
Date

Jonathan Seiden

Name of Person Signing

Total number of pages including cover sheet, and documents:

6

CIH \$40.00 192385 2690090

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 2, 2005, is entered into by and between SunPower Corporation, a Delaware corporation located at 430 Indio Way, Sunnyvale, California 94086 ("Grantor"), and Credit Suisse, Cayman Islands Branch, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010 (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of December 2, 2005, between the Assignee and Grantor, amongst others, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of December 2, 2005, among SunPower Corporation and certain Lenders and agents party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not

preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

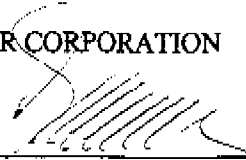
[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SUNPOWER CORPORATION

By:


Name: Emmanuel Hernandez
Title: CEO

ASSIGNEE:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: 
Name: IAN NALITT
Title: VICE PRESIDENT

By: _____
Name: _____
Title: THOMAS R. GANTELLO
VICE PRESIDENT

Schedule A to TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Reg. No. / (Ser. No.)</u>	<u>Date Filed</u>	<u>Grantor</u>
SunPower Corporation	2,690,090	Jul. 11, 2001	SunPower Corporation