

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRST SOLAR, INC.		07/15/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S. DEARBORN, 7TH FL
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 4		
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

CORRESPONDENCE DATA	
Fax Number:	8668265420
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	301-638-0511
Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38817
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OP \$115.00 2457938

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	07/19/2013
Total Attachments: 8 source=38817#page1.tif source=38817#page2.tif source=38817#page3.tif source=38817#page4.tif source=38817#page5.tif source=38817#page6.tif source=38817#page7.tif source=38817#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), effective as of July 15, 2013 is made by First Solar, Inc., a Delaware corporation, located at 350 West Washington Street, 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 Amended and Restated Credit Agreement dated as of October 15, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the borrowing subsidiaries, the Lenders and the Agent.

W I T N E S S E T H:

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 an Amended and Restated Guarantee and Collateral Agreement, dated as of July 15, 2013, 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

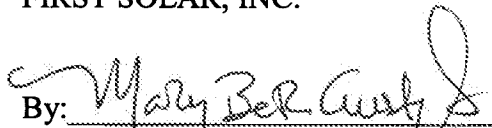
Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions 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: 
Name: Mary Beth Gustafson
Title: EVP, General Counsel & Secretary

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

By: _____
Name:
Title:

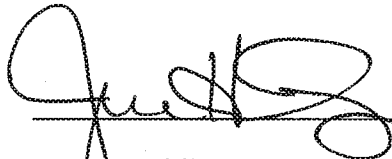
ACKNOWLEDGMENT OF BORROWER

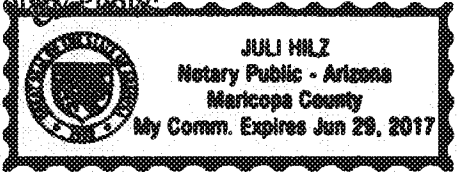
STATE OF Arizona)

) ss

COUNTY OF Maricopa

On the 10th day of July, 2013, before me personally came Mary Beth Gustafsson, who is personally known to me to be the Executive Vice President, General Counsel and Secretary of First Solar, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she is the Executive Vice President, General Counsel and Secretary of such corporation, and that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation.



Notary Public



(PLACE STAMP AND SEAL ABOVE)

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 for the Lenders

By: 
Name: Gregory T. Martin
Title: Vice President

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Texas)
) ss
COUNTY OF Dallas)

On the 12 day of July 2013, before me personally came Gregory Martin
who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a
national banking association; who, being duly sworn, did depose ~~and say that~~ she/he is the
~~_____ of such association,~~ and that she/he executed and delivered said instrument
pursuant to authority given by the Board of Directors of such association.

Jennifer Van Luvan

Notary Public



(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**Trademark Collateral***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

Trademark Security Agreement – First Solar, Inc.

509265-1433-13099-Active.14089105.6

RECORDED: 07/19/2013**TRADEMARK
REEL: 005074 FRAME: 0259**