

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH		02/28/2014	Bank (National Association): UNITED STATES

RECEIVING PARTY DATA

Name:	SunEdison, Inc.
Street Address:	501 Pearl Drive
City:	St. Peters
State/Country:	MISSOURI
Postal Code:	63376
Entity Type:	CORPORATION: DELAWARE

Name:	EnFlex Corporation
Street Address:	12500 Baltimore Avenue
City:	Beltsville
State/Country:	MARYLAND
Postal Code:	20705
Entity Type:	CORPORATION: DELAWARE

Name:	Sun Edison LLC
Street Address:	600 Clipper Drive
City:	Belmont
State/Country:	CALIFORNIA
Postal Code:	94002
Entity Type:	CORPORATION: DELAWARE

Name:	Fotowatio Renewable Ventures, Inc.
Street Address:	44 Montgomery Street, Suite 2200
City:	San Francisco
State/Country:	CALIFORNIA

CH \$490.00 2094250

Postal Code:	94104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2094250	ENFLEX
Registration Number:	2400584	MAGIC DENUDED ZONE
Registration Number:	2459810	MDZ
Registration Number:	2506929	MEMC
Registration Number:	3325895	PERFECTSOI
Registration Number:	2526106	TECHNOLOGY IS BUILT ON US
Registration Number:	3116254	ADVANTA
Registration Number:	3231772	PERFECT SILICON
Registration Number:	3216953	OPTIA
Registration Number:	3856361	SEEDS
Registration Number:	3439842	SIMPLIFYING SOLAR
Registration Number:	3702961	SUNEDISON ENERGY & ENVIRONMENTAL DATA SY
Registration Number:	3426602	SUNEDISON SIMPLIFYING SOLAR
Registration Number:	3445333	TEAM SOLAR
Registration Number:	3407196	SUNEDISON
Registration Number:	3316033	SOLAR IN A BOX
Serial Number:	85815065	SMARTTRACKER
Registration Number:	4396795	SILVANTIS
Registration Number:	4165926	ORO VERDE

CORRESPONDENCE DATA

Fax Number: 3129939767
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 3129932647
 Email: zeynep.gieseke@lw.com
 Correspondent Name: Zeynep Gieseke
 Address Line 1: 233 S. Wacker Drive, Suite 5800
 Address Line 2: c/o Latham & Watkins LLP
 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	040506-0052
NAME OF SUBMITTER:	Zeynep Gieseke

TRADEMARK

/zg/

Date:

03/03/2014

Total Attachments: 12

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release") dated as of February 28, 2014, from Deutsche Bank AG New York Branch, as Administrative Agent (the "Agent") for the Secured Parties, to SunEdison, Inc., Enflex Corporation, Sun Edison LLC and Fotowatio Renewable Ventures, Inc. ("Grantors").

WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of December 20, 2013, made by the Grantors (as defined therein) in favor of the Agent (the "Pledge and Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of January 15, 2014, among the Agent and Grantors (the "Trademark Security Agreement"), Grantors, by reference to the Pledge and Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on January 23, 2014 at Reel/Frame No. 5198/0643.

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Pledge and Security Agreement and Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release but not defined herein shall have the respective meanings ascribed to them in the Pledge and Security Agreement. The term "Trademark Collateral," as used herein, shall mean all of each Grantor's right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located:

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all

registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) 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 (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges in full its entire Security Interest in the Trademark Collateral, and any right, title or interest of the Agent arising pursuant to the Pledge and Security Agreement, the Trademark Security Agreement or any other Loan Document in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

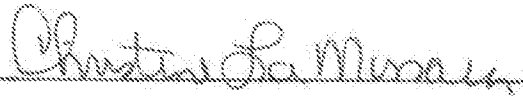
4. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

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.

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

DEUTSCHE BANK AG NEW YORK BRANCH

By: 
Name: **EVERARDUS J. ROZING**
Title: **VICE PRESIDENT**

By: 

Christine LaMonaca
Assistant Vice President

{Termination and Release of Security Interest in Trademark Rights}


NY1-4569558v2

TRADEMARK
REEL: 005228 FRAME: 0089

SCHEDULE A
to
TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS



Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.Reg.App. No.
EnFlex Corporation	US Federal Q6 f-1	ENFLEX		Renewed September 9, 2007 Int'l Class: 9 First Use: October 3, 1995 Filed: January 16, 1996 Published: June 17, 1997 Registered: September 9, 1997	SN:75043843 RN:2094250
MEMC Electronic Materials, Inc.	US Federal Q2 f-2	MAGIC DENUDED ZONE		Renewed October 31, 2010 Int'l Class: 9 First Use: May 11, 2000 Filed: April 15, 1998 Published: May 4, 1999 Registered: October 31, 2000	SN:75468527 RN:2400584

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.Reg.App. No.
MEMC Electronic Materials, Inc.	US Federal Q2 f-3	MDZ		Renewed May 30, 2011 Int'l Class: 9 First Use: May 11, 2000 Filed: June 23, 2000 Published: March 20, 2001 Registered: June 12, 2001	SN:76076714 RN:2459810
MEMC Electronic Materials, Inc.	US Federal Q2 f-4	MEMC		Renewed November 12, 2011 Int'l Class: 9 First Use: April 19, 1989 Filed: February 8, 2001 Published: August 21, 2001 Registered: November 13, 2001	SN:76207396 RN:2506929

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.Reg.App. No.
SunEdison, Inc.	US Federal Q2 f-6	PERFECTSOI and Design		Registered October 30, 2007 Int'l Class: 9 First Use: December 31, 2006 Filed: December 22, 2004 Published: October 4, 2005 Allowed: December 27, 2005	SN:78537327 RN:3325895
MEMC Electronic Materials, Inc.	US Federal Q2 f-7	TECHNOLOGY IS BUILT ON US		Renewed December 15, 2011 Int'l Class: 9 First Use: December, 2000 In Commerce: March, 2001 Filed: June 5, 2000 Published: March 13, 2001 Allowed: June 5, 2001 Registered: January 1, 2002	SN:76062723 RN:2526106

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.Reg.App. No.
MEMC Electronic Materials, Inc.	US Federal Q2 f-8	ADVANTA		Registered 8 & 15 July 17, 2012 Int'l Class: 9 First Use: December, 1999 Filed: December 23, 2004 Published: April 25, 2006	SN:78537684 RN:3116254
MEMC Electronic Materials, Inc.	US Federal Q2 f-9	PERFECT SILICON		Registered Supplemental Register April 17, 2007 Int'l Class: 9 First Use: 2000 Filed: December 23, 2004	SN:78537671 RN:3231772
MEMC Electronic Materials, Inc.	US Federal Q2 f-10	OPTIA		Registered March 13, 2007 Int'l Class: 9 First Use: August, 2001 Filed: December 23, 2004 Published: December 26, 2006	SN:78537640 RN:3216953

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.Reg.App. No.
Sun Edison LLC	US Federal Q11 f-15	SEEDS	SEEDS	Registered October 5, 2010 Int'l Class: 9 First Use: November 20, 2008 Filed: February 22, 2010 Published: July 20, 2010	SN:77941559 RN:3856361
Sun Edison LLC	US Federal Q11 f-16	SIMPLIFYING SOLAR	SIMPLIFYING SOLAR	Registered June 3, 2008 Int'l Class: 36, 37 First Use: April 18, 2003 In Commerce: December, 2003 Int'l Class: 35, 39, 40 First Use: April 18, 2003 In Commerce: March, 2004 Filed: September 14, 2007 Published: March 18, 2008	SN:77279889 RN:3439842

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.Reg.App. No.
Sun Edison LLC	US Federal Q11 f-17	SUNEDISON ENERGY & ENVIRONMENTAL DATA SYSTEM SEEDS and Design		Registered October 27, 2009 Int'l Class: 9 First Use: November 20, 2008 Filed: July 23, 2008 Published: June 2, 2009 Allowed: August 25, 2009	SN:77530015 RN:3702961
Sun Edison LLC	US Federal Q11 f-18	SUNEDISON SIMPLIFYING SOLAR and Design		Registered May 13, 2008 Int'l Class: 35, 36, 37, 39, 40 First Use: July 31, 2006 Filed: September 14, 2007 Published: February 26, 2008	SN:77279959 RN:3426602

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.Reg.App. No.
Sun Edison LLC	US Federal Q11 f-19	TEAM SOLAR		Registered June 10, 2008 Int'l Class: 37 First Use: December 31, 2002 Filed: September 14, 2006 Published: July 31, 2007	SN:78980245 RN:3445333
Sun Edison LLC	US Federal Q11 f-20	SUNEDISON	SunEdison	Registered April 1, 2008 Int'l Class: 36, 37 First Use: January 31, 2003 In Commerce: December 31, 2003 Int'l Class: 35, 39, 40 First Use: January 31, 2003 In Commerce: March 31, 2004 Filed: June 13, 2006 Published: August 7, 2007 Allowed: October 30, 2007	SN:78907165 RN:3407196

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.Reg.App. No.
Sun Edison LLC	US Federal Q12 f-22	SOLAR IN A BOX	Solar in a Box	Registered October 23, 2007 Int'l Class: 7 First Use: December 1, 2006 In Commerce: December 6, 2006 Filed: January 2, 2007 Published: August 7, 2007	SN:77074731 RN:3316033
Sun Edison LLC	US Federal	SMARTRACKER		Pending application Filed: January 3, 2013	SN: 85815065
SunEdison, Inc.	US Federal	SILVANTIS		Registered September 3, 2013 Int'l Class: 9 Filed: October 14, 2011 Published: March 27, 2012	SN: 85447913 RN: 4396795

Undisclosed Trademarks

Grantor	Trademark Record	Trademark	Design	Status/Key Dates	Ser.Reg.App. No.
Fotowatio Renewable Ventures, Inc.	US Federal	ORO VERDE		Registered June 26, 2012	SN: 85976660 RN: 4165926

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