

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI27962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunPower Corporation		02/14/2024	Corporation: DELAWARE
Blue Raven Solar Holdings, LLC		02/14/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	GLAS Americas LLC, as Collateral Agent		
Street Address:	3 Second Street, Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Serial Number:	98262708	THE POWER OF ONE	
Registration Number:	7231578	SUNPOWER FINANCIAL	
Registration Number:	6705323	MYSUNPOWER	
Registration Number:	6439821	BLUE RAVEN	
Registration Number:	6452755	BLUE RAVEN SOLAR	
Registration Number:	6439817	BLUE RAVEN	
Registration Number:	6452754	BLUE RAVEN SOLAR	
Registration Number:	7014960	HUB+	
Registration Number:	6480225	SUNVAULT	
Registration Number:	6571716	HELIX	
Registration Number:	6435013	ONEROOF	
Registration Number:	5610970	EDDIE	
Registration Number:	5616018	SOL	
Registration Number:	5751710	HELIX	
Registration Number:	5633286	SUNPOWER GIVING	
Registration Number:	5396950	EXPERIENTIAL LEARNING. EXPANDING OPPORTUNITIES.	
Registration Number:	5157565	DEMAND BETTER SOLAR	
Registration Number:	5247139	LIGHT ON LAND	

CH \$940.00.00 98262708

Property Type	Number	Word Mark
Registration Number:	5503507	SUNPOWER EQUINOX
Registration Number:	5261662	SUNPOWER HORIZONS
Registration Number:	5794785	EQUINOX
Registration Number:	5151854	BLUEPOWER
Registration Number:	5556068	HUB+
Registration Number:	4910015	SUNPOWER
Registration Number:	4845006	SUNPOWER
Registration Number:	5514044	HELIX
Registration Number:	4790539	THE FUTURE OF ENERGY. TODAY.
Registration Number:	5129560	ENERGYLINK
Registration Number:	4842768	BLUE RAVEN SOLAR
Registration Number:	5541234	BOTTLE THE SUN
Registration Number:	4818863	INVISIMOUNT
Registration Number:	4237317	SUNPOWER
Registration Number:	3139704	SUNTILE
Registration Number:	3929715	SUNPOWER
Registration Number:	3582037	SUNPOWER
Registration Number:	4449352	SMARTER SOLAR
Registration Number:	2690090	SUNPOWER

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	4095836-0012-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	Justine Lu
DATE SIGNED:	02/14/2024

Total Attachments: 8

source=A03(c). SunPower - 2L Trademark Security Agreement [EXECUTED]#page1.tif
source=A03(c). SunPower - 2L Trademark Security Agreement [EXECUTED]#page2.tif
source=A03(c). SunPower - 2L Trademark Security Agreement [EXECUTED]#page3.tif
source=A03(c). SunPower - 2L Trademark Security Agreement [EXECUTED]#page4.tif
source=A03(c). SunPower - 2L Trademark Security Agreement [EXECUTED]#page5.tif
source=A03(c). SunPower - 2L Trademark Security Agreement [EXECUTED]#page6.tif

source=A03(c). SunPower - 2L Trademark Security Agreement [EXECUTED]#page7.tif
source=A03(c). SunPower - 2L Trademark Security Agreement [EXECUTED]#page8.tif

Notwithstanding anything herein to the contrary, the priority of the liens and security interests granted to the Second Lien Representatives pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the First Lien Claimholders and the exercise of any right or remedy by the Second Lien Representatives or any Second Lien Claimholder hereunder are subject to the provisions of the Intercreditor Agreement, dated February 14, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as First Lien Agent and First Lien Representative and GLAS Americas LLC, as a Second Lien Agent and Second Lien Representative, each Additional First Lien Representative and Additional Second Lien Representative from time to time party thereto, and acknowledged and agreed by the Grantors (as defined therein) and other persons from time to time party thereto. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2024 (this "Agreement"), is made by SunPower Corporation, SunPower Corporation, Systems, and Blue Raven Solar Holdings, LLC (each a "Grantor" and collectively, the "Grantors") in favor of GLAS Americas LLC, as Collateral Agent (in such capacity and together with its successors and assigns in such capacity, the "Agent") for the Secured Parties.

WHEREAS, the Grantors entered into a Second Lien Collateral Agreement dated as of February 14, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement") between the Grantors, the other grantors party thereto and the Agent, pursuant to which each of the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Second Lien Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto (including by reference) in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the

“Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) 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 (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing with and acceptance by the United States Patent and Trademark Office of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Second Lien Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY

MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).


SECTION 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.


[Remainder of page intentionally left blank]

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


SUNPOWER CORPORATION,
as Grantor

By: 
Name: Elizabeth Eby
Title: Executive Vice President, Chief Financial Officer and Authorized Officer

SUNPOWER CORPORATION, SYSTEMS,
as Grantor

By: 
Name: Elizabeth Eby
Title: Authorized Officer

BLUE RAVEN SOLAR HOLDINGS, LLC,
as Grantor

By: 
Name: Elizabeth Eby
Title: Manager and Authorized Officer

Accepted and Agreed:

GLAS Americas LLC,
as Agent

By: 
Name: **Valron Inamegua**
Title: **Assistant Vice President**

[Signature page to Second Lien Trademark Security Agreement]

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application/ Serial No.	File Date	Reg. No.	Reg. Date	Country	Owner
THE POWER OF ONE	98/262,708	Nov 9 2023	N/A	N/A	United States	SunPower Corporation
SUNPOWER FINANCIAL	97/066,100	Oct 8 2021	7,231,578	Nov 28, 2023	United States	SunPower Corporation
MYSUNPOWER	90/673,885	Apr 27 2021	6,705,323	Apr 19 2022	United States	SunPower Corporation
BLUE RAVEN	90/301,182	Nov 5 2020	6,439,821	Aug 3 2021	United States	Blue Raven Solar Holdings, LLC
BLUE RAVEN SOLAR	90/301,152	Nov 5 2020	6,452,755	Aug 17 2021	United States	Blue Raven Solar Holdings, LLC
BLUE RAVEN	90/301,142	Nov 5 2020	6,439,817	Aug 3 2021	United States	Blue Raven Solar Holdings, LLC
BLUE RAVEN SOLAR	90/301,135	Nov 5 2020	6,452,754	Aug 17 2021	United States	Blue Raven Solar Holdings, LLC
HUB+	90/067,023	Jul 22 2020	7,014,960	Apr 4 2023	United States	SunPower Corporation
SUNVAULT	90/021,263	Jun 25 2020	6,480,225	Sep 7 2021	United States	SunPower Corporation
HELIX	88/650,638	Oct 11 2019	6,571,716	Nov 30 2021	United States	SunPower Corporation
ONEROOF	88/400,170	Apr 24 2019	6,435,013	Jul 27 2021	United States	SunPower Corporation
EDDIE	87/860,640	Apr 3 2018	5,610,970	Nov 20 2018	United States	SunPower Corporation
SOL	87/860,638	Apr 3 2018	5,616,018	Nov 27 2018	United States	SunPower Corporation
HELIX	87/165,310	Sep 8 2016	5,751,710	May 14 2019	United States	SunPower Corporation
SUNPOWER GIVING	86/960,407	Mar 31 2016	5,633,286	Dec 18 2018	United States	SunPower Corporation
EXPERIENTIAL LEARNING. EXPANDING OPPORTUNITIES.	86/873,498	Jan 12 2016	5,396,950	Feb 6 2018	United States	SunPower Corporation

Trademark	Application/ Serial No.	File Date	Reg. No.	Reg. Date	Country	Owner
DEMAND BETTER SOLAR	86/873,232	Jan 12 2016 (Cancelled Status Date: 9/22/23)	5,157,565	Mar 7 2017	United States	SunPower Corporation
LIGHT ON LAND	86/853,808	Dec 18 2015	5,247,139	Jul 18 2017	United States	SunPower Corporation
SUNPOWER EQUINOX	86/844,314	Dec 9 2015	5,503,507	Jun 26 2018	United States	SunPower Corporation
SUNPOWER HORIZONS	86/731,907	Aug 20 2015	5,261,662	Aug 8 2017	United States	SunPower Corporation
EQUINOX	86/729,049	Aug 18 2015	5,794,785	Jul 2 2019	United States	SunPower Corporation
BLUEPOWER	86/638,748	May 22 2015	5,151,854	Feb 28 2017	United States	Blue Raven Solar Holdings, LLC
HUB+	86/619,191	May 4 2015	5,556,068	Sep 4 2018	United States	SunPower Corporation
SUNPOWER and Design (Orange Glow)	86/570,450	Mar 19 2015	4,910,015	Mar 1 2016	United States	SunPower Corporation
SUNPOWER and Design (Blue Background)	86/570,439	Mar 19 2015	4,845,006	Nov 3 2015	United States	SunPower Corporation
HELIX	86/530,938	Feb 11 2015	5,514,044	Jul 10 2018	United States	SunPower Corporation
THE FUTURE OF ENERGY. TODAY.	86/497,263	Jan 7 2015	4,790,539	Aug 11 2015	United States	Blue Raven Solar Holdings, LLC
ENERGYLINK	86/473,146	Dec 5 2014	5,129,560	Jan 24 2017	United States	SunPower Corporation
BLUE RAVEN SOLAR	86/472,998	Dec 5 2014	4,842,768	Oct 27 2014	United States	Blue Raven Solar Holdings, LLC
BOTTLE THE SUN	86/391,452	Sep 10 2014	5,541,234	Aug 14 2018	United States	SunPower Corporation
INVISIMOUNT	86/237,687	Mar 31 2014	4,818,863	Sep 22 2015	United States	SunPower Corporation
SUNPOWER	85/585,503	Mar 30 2012	4,237,317	Nov 6 2012	United States	SunPower Corporation
SUNTILE	78/088,858	Oct 17 2001	3,139,704	Sep 5 2006	United States	SunPower Corporation, Systems
SUNPOWER	77/879,227	Nov 23 2009	3,929,715	Mar 8 2011	United States	SunPower Corporation

Trademark	Application/ Serial No.	File Date	Reg. No.	Reg. Date	Country	Owner
SUNPOWER	76/688,239	Mar 31 2008	3,582,037	Mar 3 2009	United States	SunPower Corporation
SMARTER SOLAR	76/674,897	Apr 2 2007	4,449,352	Dec 17 2013	United States	SunPower Corporation
SUNPOWER	76/283,765	Jul 11 2001	2,690,090	Feb 25 2003	United States	SunPower Corporation