

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penky LLC		08/15/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Kymeta Corporation		
Street Address:	12277 134th Court NE		
City:	Redmond		
State/Country:	WASHINGTON		
Postal Code:	98052		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85384102	KYMETA	
Serial Number:	85384103	MTENNA	
CORRESPONDENCE DATA			
Fax Number:	2067577097		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206.757.8097		
Email:	cindycaditz@dwt.com		
Correspondent Name:	Cindy L. Caditz		
Address Line 1:	1201 Third Avenue, Suite 2200		
Address Line 4:	Seattle, WASHINGTON 98101-3045		
ATTORNEY DOCKET NUMBER:	96292-7		
NAME OF SUBMITTER:	Cindy L. Caditz		
Signature:	/Cindy Caditz/		

CH \$65.00 85384102

Date:

12/03/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August 15, 2012, is made by Penky LLC ("**Seller**"), a Delaware limited liability company, in favor of Kymeta Corporation ("**Buyer**"), a Delaware corporation.

WHEREAS, Seller is an affiliate of Metamaterials IP Company LLC ("MM") and has been holding the Assigned Trademarks (as defined below) on behalf of MM;

WHEREAS, MM and Buyer are parties to a Contribution and License Agreement dated as of August 14, 2012, pursuant to which MM is licensing intellectual property to Buyer (the "License Agreement");

WHEREAS, in connection with the License Agreement, Seller has agreed to transfer the Assigned Trademarks to Buyer on behalf of MM, and to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse,

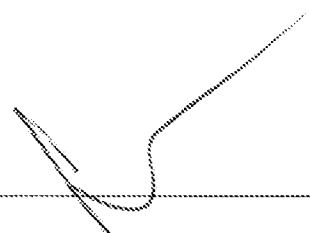
breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Trademark Prosecution. Buyer shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the Assigned Trademarks upon the Effective Date of this Trademark Assignment.
3. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

Penky LLC

By: 

Name: Gregory D. Gorder

Title: Managing Director

Address for Notices:

3150 139th Avenue SE

Building 4

Bellevue, WA 98005

AGREED TO AND ACCEPTED:

Kymeta Corporation

By: 

Name: Todd R. McIntyre

Title: Treasurer

Address for Notices:

12277 134th Court NE

Redmond, WA 98052

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.
KYMETA	U.S.	85384102	
MTENNA	U.S.	85384103	
KYMETA	U.K.		2592252
MTENNA	U.K.		2592370