

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306660

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NET POWER AND LIGHT, INC.		06/03/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PENINSULA TECHNOLOGY VENTURES, L.P.
<b>Street Address:</b>	201 Redwood Shores Parkway
<b>Internal Address:</b>	Suite 100
<b>City:</b>	Redwood City
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94065
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE
<b>Name:</b>	PENINSULA VENTURE PRINCIPALS, L.P.
<b>Street Address:</b>	201 Redwood Shores Parkway
<b>Internal Address:</b>	Suite 100
<b>City:</b>	Redwood City
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94065
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE
<b>Name:</b>	ALSOP LOUIE CAPITAL I, L.P.
<b>Street Address:</b>	50 Pacific Avenue
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	4517975	NET POWER & LIGHT
<b>Registration Number:</b>	4514963	NET POWER & LIGHT
<b>Registration Number:</b>	4511039	NET POWER & LIGHT
<b>Registration Number:</b>	4505605	NPL SPIN
<b>Registration Number:</b>	4505606	NPL SPIN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4526334	SPIN
Registration Number:	4530187	SPIN
Registration Number:	4518377	SPIN
Registration Number:	4518378	SPIN
Registration Number:	4515046	
Registration Number:	4515047	

**CORRESPONDENCE DATA**

**Fax Number:** 8585506420  
*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:** 858-550-6403  
**Email:** erin.obrien@cooley.com  
**Correspondent Name:** Erin O'Brien  
**Address Line 1:** c/o Cooley LLP  
**Address Line 2:** 4401 Eastgate Mall  
**Address Line 4:** San Diego, CALIFORNIA 92121

<b>ATTORNEY DOCKET NUMBER:</b>	315505-137 NPL ALSOP
<b>NAME OF SUBMITTER:</b>	ERIN O'BRIEN
<b>SIGNATURE:</b>	/Erin O'Brien/
<b>DATE SIGNED:</b>	06/04/2014

**Total Attachments: 10**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 3, 2014 by and between Net Power and Light, Inc., a Delaware corporation ("*Grantor*") and the secured parties listed on the signature page hereof (the "*Secured Parties*").

### RECITALS

A. Secured Parties have made and may in the future make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in those certain secured convertible promissory notes executed by Grantor in favor of Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the "*Notes*"). Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to Secured Parties a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Obligations and in order to induce Secured Parties to cause the Loans to be made, Grantor hereby grants and pledges to Secured Parties a security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired: All of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided, however, with respect to the trademark applications listed under Schedule C attached, no grant of rights shall be made with respect to any intent to use applications until the Company has commenced use of and filed verified statements of use with the U.S. Patent and Trademark Office for the trademarks shown in those applications.

This security interest is granted in conjunction with the security interest granted to Secured Parties under the Security Agreement. The rights and remedies of Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the Notes, and those which are now or hereafter available to Secured Parties as a matter of law or equity. Each right, power and remedy of Secured Parties provided for herein or in the Security Agreement or any of the Notes, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the Notes, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

In all respects, including all matters of construction, validity and performance, this Intellectual Property Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of a different jurisdiction.

This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**NET POWER AND LIGHT, INC.**

By: *Thomas Engdahl*

Print Name: Thomas Engdahl

Title: President and CEO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK  
REEL: 005296 FRAME: 0372

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**THE SECURED PARTIES:**

**PENINSULA TECHNOLOGY VENTURES, L.P.**

By: Greg Ennis  
Name: Greg Ennis  
Title: Managing Director

Address: Peninsula Ventures  
201 Redwood Shores Pkwy, Suite 100  
Redwood City, CA 94065

**PENINSULA VENTURE PRINCIPALS, L.P.**

By: Greg Ennis  
Name: Greg Ennis  
Title: Managing Director

Address: Peninsula Ventures  
201 Redwood Shores Pkwy, Suite 100  
Redwood City, CA 94065

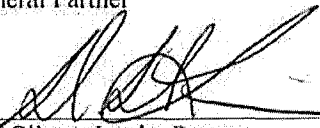
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**THE SECURED PARTIES:**

**ALSOP LOUIE CAPITAL 1, L.P.**

By: ALSOP LOUIE PARTNERS 1, L.L.C.,  
Its: General Partner

By:

  
\_\_\_\_\_  
Gilman Louie, Partner

Address: 50 Pacific Avenue  
San Francisco, CA 94111

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005296 FRAME: 0374**

**SCHEDULE A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
Experience Walkthrough 02.	VAu001117856	08/17/12



**SCHEDULE B**

**PATENTS**

Patents:






Patent Title	Ctry	Patent #	Issue Date
System and Method for Pervasive Computing	CA	2,771,785	2/5/13
Method and System for Low Latency High Quality Music Conferencing	US	7,593,354	9/22/09
Method and System for Precise Synchronization of Audio and Video Streams During a Distributed Communication Session with	US	7,949,890	5/24/11
Method and System for Low Latency Transfer Protocol	US	8,171,154	5/1/12
Method and System for Data Packet Queue Recovery	US	8,458,328	6/4/13
Method and System for Precise Synchronization of Audio and Video Streams During a Distributed Communication Session with	US	8,225,127	7/17/12
Just-in-time Transcoding of Application Content	US	8,549,187	10/1/13
System Architecture and Methods for Experiential Computing	US	8,463,677	6/11/13
System Architecture and Methods for Composing and Directing Participant Experiences	US	8,429,704	4/23/13
Method and System for Low Latency Transfer Protocol	US	8,234,398	7/31/12
System Architecture and Methods for Composing and Directing Participant Experiences	US	8,571,956	10/29/13
Method and System for Low Latency Transfer Protocol	US	8,527,654	9/3/13
Method and System for Predicting a Latency Spike Category of Audio and Video Streams to Adjust a Jitter Buffer Size Accordingly	US	8,645,741	2/4/14
Method and System for Resource-Aware Dynamic Bandwidth Control	US	8,667,166	3/4/14
Graphical User Interface for a Display Screen of Portion Thereof	US	D701,514	3/25/14
Method and System for Distributed Computing Interface	US	8,689,115	4/1/14
System and Method for Pervasive Computing	US	8,060,560	11/15/11
System and Method for Pervasive Computing	KR	n/a	1/9/14

Patent Applications:

	PUB. APP. NO.	Title
1	20140136700	METHOD AND SYSTEM FOR RESOURCE-AWARE DYNAMIC BANDWIDTH CONTROL
2	20140091897	Method and system for measuring emotional engagement in a computer-facilitated event
3	20140068681	Method and system for synchronized multi-venue experience and production
4	20140068014	JUST-IN-TIME TRANSCODING OF APPLICATION CONTENT
5	20140009256	IDENTIFYING A 3-D MOTION ON 2-D PLANES
6	20140003195	Coordinating devices to estimate distance, relative position, and device attitude
7	20130156093	SYSTEM ARCHITECTURE AND METHOD FOR COMPOSING AND DIRECTING PARTICIPANT EXPERIENCES
8	20130088518	METHODS AND SYSTEMS FOR PROVIDING A GRAPHICAL USER INTERFACE
9	20130021431	INFORMATION MIXER AND SYSTEM CONTROL FOR ATTENTION MANAGEMENT
10	20130019184	METHODS AND SYSTEMS FOR VIRTUAL EXPERIENCES
11	20130014028	METHOD AND SYSTEM FOR DRAWING
12	20130014027	METHOD AND SYSTEM FOR REPRESENTING AUDIENCES IN ENSEMBLE EXPERIENCES
13	20120331387	METHOD AND SYSTEM FOR PROVIDING GATHERING EXPERIENCE
14	20120331089	JUST-IN-TIME TRANSCODING OF APPLICATION CONTENT
15	20120326866	METHOD AND SYSTEM FOR PROVIDING GATHERING EXPERIENCE
16	20120297320	INFORMATION MIXER AND SYSTEM CONTROL FOR ATTENTION MANAGEMENT
17	20120293600	INFORMATION MIXER AND SYSTEM CONTROL FOR ATTENTION MANAGEMENT
18	20120280905	IDENTIFYING GESTURES USING MULTIPLE SENSORS
19	20120272162	METHODS AND SYSTEMS FOR VIRTUAL EXPERIENCES
20	20120254649	METHOD AND SYSTEM FOR PRECISE SYNCHRONIZATION OF AUDIO AND VIDEO STREAMS DURING A DISTRIBUTED COMMUNICATION SESSION WITH MULTIPLE PARTICIPANTS
21	20120249719	INFORMATION MIXER AND SYSTEM CONTROL FOR ATTENTION MANAGEMENT
22	20120246227	METHOD AND SYSTEM FOR LOW-LATENCY TRANSFER PROTOCOL
23	20120198334	METHODS AND SYSTEMS FOR IMAGE SHARING IN A COLLABORATIVE WORK SPACE
24	20120192087	METHOD AND SYSTEM FOR A VIRTUAL PLAYDATE
25	20120191586	SYSTEM ARCHITECTURE AND METHODS FOR COMPOSING AND DIRECTING PARTICIPANT EXPERIENCES
26	20120134409	EXPERIENCE OR "SENTIO" CODECS, AND METHODS AND SYSTEMS FOR IMPROVING QoE AND ENCODING BASED ON QoE EXPERIENCES
27	20120127183	Distribution Processing Pipeline and Distributed Layered Application Processing
28	20120124128	SYSTEM FOR PERVASIVE COMPUTING
29	20120110163	METHOD AND SYSTEM FOR DATA PACKET QUEUE RECOVERY
30	20120110162	METHOD AND SYSTEM FOR RESOURCE-AWARE DYNAMIC BANDWIDTH CONTROL
31	20120084672	METHODS AND SYSTEMS FOR SHARING IMAGES SYNCHRONIZED ACROSS A DISTRIBUTED COMPUTING INTERFACE
32	20120084456	METHOD AND SYSTEM FOR LOW-LATENCY TRANSFER PROTOCOL
33	20120060101	METHOD AND SYSTEM FOR AN INTERACTIVE EVENT EXPERIENCE

	<b>PUB. APP. NO.</b>	<b>Title</b>
34	20120041859	System architecture and methods for experiential computing
35	20120039382	Experience or "sentio" codecs, and methods and systems for improving QoE and encoding based on QoE experiences
36	20120038550	SYSTEM ARCHITECTURE AND METHODS FOR DISTRIBUTED MULTI-SENSOR GESTURE PROCESSING
37	20110258474	METHOD AND SYSTEM FOR PRECISE SYNCHRONIZATION OF AUDIO AND VIDEO STREAMS DURING A DISTRIBUTED COMMUNICATION SESSION WITH MULTIPLE PARTICIPANTS

**SCHEDULE C**  
**TRADEMARKS**

Mark	Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
NET POWER & LIGHT	09	77/931,967	Feb-09-2010	---	---	Allowed (response to office action due 9/17/2014; specimen was refused)
NET POWER & LIGHT	42	77/931,976	Feb-09-2010	4517975	Apr-22-2014	Registered
net ♣ power & light	09	85/161,628	Oct-26-2010	---	---	Allowed (final SOU due 7/12/2014)
net ♣ power & light	38	85/310,903	May-03-2011	4514963	Apr-15-2014	Registered
net ♣ power & light	42	85/161,646	Oct-26-2010	4511039	Apr-08-2014	Registered
net ♣ power & light	45	85/310,754	May-03-2011	---	---	Allowed (SOU or 5th EOT due 6/6/2014)
NPL SPIN	09	85/162,148	Oct-27-2010	---	---	Allowed (SOU or 4th EOT due 7/24/2014)
NPL SPIN	38	85/162,186	Oct-27-2010	4505605	Apr-01-2014	Registered
NPL SPIN	42	85/162,231	Oct-27-2010	4505606	Apr-01-2014	Registered
SPIN	09	85/642,306	Jun-04-2012	4526334	May-06-2014	Registered
SPIN	38	85/642,311	Jun-04-2012	4530187	May-13-2014	Registered
SPIN	41	85/791,020	Nov-29-2012	---	---	Suspended (pending disposition of another prior application No. 85/726,310)
SPIN	42	85/642,314	Jun-04-2012	4518377	Apr-22-2014	Registered
SPIN	45	85/642,319	Jun-04-2012	4518378	Apr-22-2014	Registered
 (Spin Logo)	09	85/435,590	Sep-29-2011	---	---	Allowed (SOU or 5th EOT due 11/8/2014)
 (Spin Logo)	38	85/435,606	Sep-29-2011	4515046	Apr-15-2014	Registered
 (Spin Logo)	38	85/585,465	Mar-30-2012	---	---	Allowed (SOU or 4th EOT due 10/16/2014)
 (Spin Logo)	41	85/791,026	Nov-29-2012	---	---	Allowed (SOU or 1st EOT due 6/24/2014)
 (Spin Logo)	42	85/435,626	Sep-29-2011	4515047	Apr-15-2014	Registered
 (Spin Logo)	45	85/435,638	Sep-29-2011	---	---	Allowed (SOU or 5th EOT due 11/8/2014)