

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mears Technologies, Inc.		03/17/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Robert Clifford		
Street Address:	4551 Glencoe Avenue, Suite 150		
Internal Address:	c/o Liquid Venture Partners, LLC		
City:	Marina Del Rey		
State/Country:	CALIFORNIA		
Postal Code:	90292		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3655142	MST	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<i>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.</i>			
Phone:	617-526-6448		
Email:	huelinh.tran@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esq.		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	113.439.120		
NAME OF SUBMITTER:	Michael J. Bevilacqua		
SIGNATURE:	/michael j. bevilacqua/		
DATE SIGNED:	03/17/2015		
Total Attachments: 3			
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OP \$40.00 3655142

GRANT OF SECURITY INTEREST
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of March 17, 2015, is executed by MEARS TECHNOLOGIES, INC., a Delaware corporation with an address of 20 Walnut Street, Suite 8, Wellesley Hills, Massachusetts 02481 (“Debtor”), in favor of ROBERT CLIFFORD, AS THE COLLATERAL AGENT a resident of the state of California, with an address care of Liquid Venture Partners, LLC, 4551 Glencoe Avenue, Suite 150, Marina Del Rey, CA 90292 (the “Secured Party”).

A. Debtor owns the trademarks more particularly described on Schedule 1, annexed hereto as part hereof (collectively, the “Trademarks”);

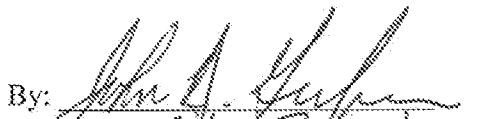
B. Pursuant to a certain Security Agreement, dated as of March 17, 2015 (the “Agreement”) by and among Debtor, the Secured Party, as Collateral Agent, and the secured parties listed on the signature pages thereof, Debtor has granted to Secured Party a security interest in its rights, title and interest in and to the Trademarks, the goodwill associated therewith and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the “Collateral”);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the obligations set forth in the Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

MEARS TECHNOLOGIES, INC.

By: 
Name: John D. Barber
Title: Chairman

SCHEDULE 1 TO GRANT OF SECURITY INTEREST
TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MST	United States	3655142	July 14, 2009