

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Net Power and Light, Inc.		12/18/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PENINSULA TECHNOLOGY VENTURES, L.P.		
Street Address:	1500 FASHION ISLAND BLVD.		
Internal Address:	SUITE 102		
City:	SAN MATEO		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	PENINSULA VENTURE PRINCIPALS, L.P.		
Street Address:	1500 FASHION ISLAND BLVD.		
Internal Address:	SUITE 102		
City:	SAN MATEO		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	ALSOP LOUIE CAPITAL 1, L.P.		
Street Address:	50 PACFIIC AVENUE		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	SINGTEL INNOV8 PTE. LTD.		
Street Address:	#02-22 AYER RAJAH INDUSTRIAL ESTATE		
City:	BLK 71 AYER RAJAH CRESCENT		
State/Country:	SINGAPORE		
Postal Code:	139951		
Entity Type:	CORPORATE VENTURE CAPITAL FUND: SINGAPORE		
Name:	TWB INVESTMENTS PARTNERSHIP II, LP		
Street Address:	1201 THIRD AVENUE		

CH \$440.00 4502085

Internal Address:	FLOOR 49
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98101-3099
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY (DAPER I)
Street Address:	635 KNIGHT WAY
Internal Address:	STANFORD MANAGEMENT COMPANY
City:	STANFORD
State/Country:	CALIFORNIA
Postal Code:	94305-7297
Entity Type:	BOARD OF TRUSTEES: UNITED STATES
Name:	LAWRENCE B. LOW
Street Address:	405 HOWARD STREET
Internal Address:	ORRICK, HERRINGTON & SUTCLIFFE LLP
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	JOHN SEELY BROWN
Street Address:	1110 WAVERLEY STREET
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	JEANNIE SHIN
Street Address:	405 HOWARD STREET
Internal Address:	ORRICK, HERRINGTON & SUTCLIFFE LLP
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	ORRICK INVESTMENTS 2010, LLC
Street Address:	405 HOWARD STREET
Internal Address:	THE ORRICK BUILDING
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105

Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	ORRICK INVESTMENTS 2011, LLC
Street Address:	405 HOWARD STREET
Internal Address:	THE ORRICK BUILDING
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	TA-HUI TY WANG
Street Address:	483 HOFFMAN AVENUE
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4502085	HAVE FUN TOGETHER
Registration Number:	4517975	NET POWER & LIGHT
Registration Number:	4511039	NET POWER & LIGHT
Registration Number:	4514963	NET POWER & LIGHT
Registration Number:	4597437	NET POWER & LIGHT
Registration Number:	4505605	NPL SPIN
Registration Number:	4505606	NPL SPIN
Registration Number:	4518377	SPIN
Registration Number:	4518378	SPIN
Registration Number:	4526334	SPIN
Registration Number:	4530187	SPIN
Registration Number:	4515046	
Registration Number:	4515047	
Registration Number:	4649560	
Registration Number:	4656558	
Registration Number:	4502070	TOGETHERTV
Registration Number:	4502071	YOU AND YOUR WORLD TURNED ON

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 9495676700

TRADEMARK

REEL: 005693 FRAME: 0043

Email: ipprosecution@orrick.com
Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE
Address Line 1: 2050 Main St.
Address Line 2: Suite 1100
Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	23239-1 AMENDED SEC AGRMT
NAME OF SUBMITTER:	Marley Weddington/VHS
SIGNATURE:	/Marley Weddington/
DATE SIGNED:	12/18/2015

Total Attachments: 17

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this "**Agreement**") is entered into as of December 18, 2015 by and between Net Power and Light, Inc., a Delaware corporation ("**Grantor**"), and the secured parties listed on the signature page hereof ("**Secured Parties**").

RECITALS

A. The Company and certain Secured Parties entered into the Intellectual Property Security Agreement dated as of June 3, 2014, November 26, 2014 and September 30, 2015 (the "**Prior Agreements**") and the Company and the Secured Parties desire to amend and restate the Prior Agreements in their entirety as set forth herein.

B. 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.

C. Pursuant to the terms of that certain Amended and Restated 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 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 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 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. Effective and contingent upon execution of this Agreement by the Company and Secured Parties, the Prior Agreements are hereby amended and restated in their entirety to read as set forth in this Agreement, and the Company and Secured Parties shall be bound by the provisions hereof.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated 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: 

Print Name: Thomas Engdahl

Title: President and CEO


INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005693 FRAME: 0047

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


SECURED PARTIES:

PENINSULA TECHNOLOGY VENTURES, L.P.

By: 
Name: Greg Ennis
Title: Managing Director

Address: Peninsula Ventures
1500 Fashion Island Blvd., Suite 102
San Mateo, CA 94404

PENINSULA VENTURE PRINCIPALS, L.P.

By: 
Name: Greg Ennis
Title: Managing Director

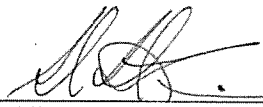
Address: Peninsula Ventures
1500 Fashion Island Blvd., Suite 102
San Mateo, CA 94404

The Company and the Secured Parties have caused this Amended and Restated Security Agreement to be duly executed and delivered as of the date first above written.

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

AMENDED AND RESTATED SECURITY AGREEMENT

TRADEMARK
REEL: 005693 FRAME: 0049

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

SECURED PARTIES:

SINGTEL INNOV8 PTE. LTD.

By: 

Name: Edgar Hardless

Title: Director

Address: Blk 71 Ayer Rajah Crescent
#02-22 Ayer Rajah Industrial Estate
Singapore 139951

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005693 FRAME: 0050

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

SECURED PARTIES:

TWB INVESTMENT PARTNERSHIP II, LP

By: 

Name: Robert E. Giles

Title: Assistant Managing Director

Address: 1201 Third Avenue, Floor 49
Seattle, WA 98101-3099


INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005693 FRAME: 0051

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

SECURED PARTIES:

THE BOARD OF TRUSTEES OF THE LELAND
STANFORD JUNIOR UNIVERSITY (DAPER I)

By: 
Name: **Sabrina Liang**
Title: **Director, School and Department Funds**

Address: Direct Investments
Stanford Management Company
635 Knight Way
Stanford, CA 94305-7297

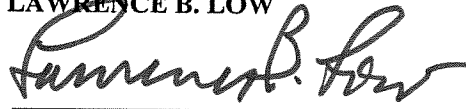
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005693 FRAME: 0052

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

SECURED PARTIES:

LAWRENCE B. LOW

A handwritten signature in black ink, appearing to read "Lawrence B. Low", written over a horizontal line.

(Signature)

Address: Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005693 FRAME: 0053

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

SECURED PARTIES:

JOHN SEELY BROWN



(Signature)

Address: 1110 Waverley Street
Palo Alto, CA 94301

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

SECURED PARTIES:

JEANNIE SHIN



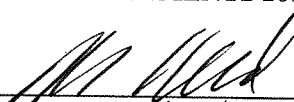
(Signature)

Address: Orrick, Herrington & Sutcliffe LLP
The Orrick Building
405 Howard Street
San Francisco, CA 94105

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


SECURED PARTIES:

ORRICK INVESTMENTS 2010, LLC

By: 
Name: *Peter Lillqvist*
Title: *Chair, Investment Comm*

Address: The Orrick Building
405 Howard Street
San Francisco, CA 94105

ORRICK INVESTMENTS 2011, LLC

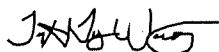
By: 
Name: *Peter Lillqvist*
Title: *Chair, Investment Comm*

Address: The Orrick Building
405 Howard Street
San Francisco, CA 94105

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

SECURED PARTIES:

TA-HUI TY WANG



(Signature)

Address:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005693 FRAME: 0057

SCHEDULE A
COPYRIGHTS

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

SCHEDULE B

PATENTS

Patents:

Patent Title	Ctry	Patent #	Issue Date
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 Multiple Participants	US	7,949,890	5/24/11
System and Method for Pervasive Computing	US	8,060,560	11/15/11
Method and System for Low Latency Transfer Protocol	US	8,171,154	5/1/12
Method and System for Precise Synchronization of Audio and Video Streams During a Distributed Communication Session with Multiple Participants	US	8,225,127	7/17/12
Method and System for Low Latency Transfer Protocol	US	8,234,398	7/31/12
A Method and System for Pervasive Computing (N0032.10CA)	CA	2771785	2/5/13
System Architecture and Methods for Composing and Directing Participant Experiences	US	8,429,704	4/23/13
Method and System for Data Packet Queue Recovery	US	8,458,328	6/4/13
System Architecture and Methods for Experiential Computing	US	8,463,677	6/11/13
Method and System for Low Latency Transfer Protocol	US	8,527,654	9/3/13
Just-in-time Transcoding of Application Content	US	8,549,167	10/1/13
System Architecture and Methods for Composing and Directing Participant Experiences	US	8,571,956	10/29/13
System Architecture and Methods for Composing and Directing Participant Experiences (N0021.10SG)	SG	189497	1/15/14
System and Method for Pervasive Computing (N0032.10KR)	KR	1356453	1/22/14
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 Architecture and Method for Composing and Directing Participant Experiences	US	8,789,121	7/22/14
Method and System for Low Latency Transfer Protocol (N0016.10KR)	KR	101443070	9/16/14
System Architecture and Methods for Composing and Directing Participant Experiences	US	8,903,740	12/2/14
System and method for Pervasive Computing	US	8,959,141	2/17/15
Methods and Systems for representing Audiences in Ensemble Experiences	US	8,990,709	3/24/15
INFORMATION MIXER AND SYSTEM CONTROL FOR ATTENTION MANAGEMENT	US	8,994,779	3/31/15
Method and System for Data Packet Queue Recovery	US	9,037,706	5/19/15
Information Mixer and System Control For Attention Management	US	9,049,033	6/2/15
Identifying Gestures Using multiple Sensors	US	9,063,704	6/23/15

Patent Applications:

Patent Title	Ctry	Application #	Filing Date
Experience or "Sentio" Codecs, and Methods and Systems for Improving QoE and Encoding Based on QoE Experiences	US	13/136,870	8/12/11
System Architecture and Methods for Distributed Multi-sensor gesture processing	US	13/210,370	8/15/11
Methods and Systems for Sharing Images Synchronized Across a Distributed Computing Interface	US	13/316,845	12/12/11
Experience or "sentio" codecs, and Methods and Systems for Improving QoE and Encoding Based on QoE Experiences	US	13/363,187	1/31/12
Information Mixer and System Control For Attention Management	US	13/529,196	6/21/12
Information Mixer and System Control For Attention Management	US	13/529,228	6/21/12
Identifying a 3-d Motion on a 2-D planes	US	13/544,930	7/9/12
Method and System for a Sports Application	US	13/694,582	12/12/12
Method and Systems for Synchronized Multi-Venue Experience and Production	US	13/815,786	3/15/13
Method and Systems to Facilitate a Large Gathering Experience	US	13/843,972	3/15/13
Coordinating Devices to Estimate Distance, Relative Position, and Device Attitude	US	13/815,920	3/15/13
Coordinating Devices to Estimate Distance, Relative Position, and Device Attitude	US	13/815,918	3/15/13
Systems and Methods for Providing an Interactive Experience for People in a Vehicle Environment	US	13/856,434	4/3/13
Graphical user interface for a display screen or portion thereof (Gathering Tix Line Drawings)	US	29/457,379	6/10/13
Graphical user interface for a display screen or portion thereof (iPhone Base Design)	US	29/458,354	6/18/13
Method and System for an Audio Pipeline Architecture	US	14/143,311	12/30/13
Method and system for resource-aware dynamic bandwidth control	US	14/162,293	1/23/14
Display Screen Or Portion Thereof With Graphical User Interface	US	29/480,858	1/30/14

SCHEDULE C

TRADEMARKS

Trademark	Class	Registration #	Reg. Date
Have Fun Together	42	4,502,085	3/25/14
Net Power & Light	42	4,517,975	4/22/14
Net Power & Light (Logo)	42	4,511,039	4/8/14
Net Power & Light (Logo)	38	4,514,963	4/15/14
Net Power & Light (Logo)	9	4,597,437	9/2/14
NPL SPIN	38	4,505,605	4/1/14
NPL SPIN	42	4,505,606	4/1/14
SPIN	42	4,518,377	4/22/14
SPIN	45	4,518,378	4/22/14
SPIN	9	4,526,334	5/6/14
SPIN	38	4,530,187	5/13/14
SPIN (Logo)	38	4,515,046	4/15/14
SPIN (Logo)	42	4,515,047	4/15/14
SPIN (Logo)	38	4,649,560	12/2/14
SPIN (Logo)	45	4,656,558	12/16/14
TogetherTV	42	4,502,070	3/25/14
You and Your World Turned On	42	4,502,071	3/25/14