# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1                                                      ETAS ID: TM384746
Stylesheet Version v1.2

| SUBMISSION TYPE: | RESUBMISSION |
|---|---|
| **NATURE OF CONVEYANCE:** | Warrant Agreement & Release of Security Interest |
| **RESUBMIT DOCUMENT ID:** | 900362415 |

### CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Peninsula Technology Ventures, L.P. | | 04/27/2016 | Limited Partnership: DELAWARE |
| Peninsula Venture Principals, L.P. | | 04/27/2016 | Limited Partnership: DELAWARE |
| Alsop Louie Capital 1, L.P. | | 04/27/2016 | Limited Partnership: DELAWARE |

### RECEIVING PARTY DATA

| | |
|---|---|
| **Name:** | Net Power & Light, Inc. |
| **Street Address:** | 1169 Gorgas Avenue |
| **Internal Address:** | Suite A |
| **City:** | San Francisco |
| **State/Country:** | CALIFORNIA |
| **Postal Code:** | 94129 |
| **Entity Type:** | Corporation: DELAWARE |

### PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 4517975 | NET POWER & LIGHT |
| **Registration Number:** | 4511039 | NET POWER & LIGHT |
| **Registration Number:** | 4514963 | 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 | |

### 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 |
| **Email:** | ipprosecution@orrick.com |
| **Correspondent Name:** | Orrick, Herrington & Sutcliffe LLP |
| **Address Line 1:** | 2050 Main Street |
| **Address Line 2:** | Suite 1100 |
| **Address Line 4:** | Irvine, CALIFORNIA 92614 |

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 23239.7 |
| **NAME OF SUBMITTER:** | Victor Santos |
| **SIGNATURE:** | /Victor Santos/ |
| **DATE SIGNED:** | 05/18/2016 |

**Total Attachments: 18**
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## RELEASE OF SECURITY INTEREST

**THIS RELEASE OF SECURITY INTEREST** is effective the 27 day of April, 2016, per Note and Warrant Conversion Agreement dated April 27, 2016 by PENINSULA TECHNOLOGY VENTURES, L.P., a Delaware Limited Partnership, with a business address of 1500 Fashion Island Blvd., Suite 102 San Mateo, CA 94404, PENINSULA VENTURE PRINCIPALS, L.P., a Delaware Limited Partnership, with a business address of 1500 Fashion Island Blvd., Suite 102 San Mateo, CA 94404, ALSOP LOUIE CAPITAL 1, L.P., a Delaware Limited Partnership, with a business address of 50 Pacific Avenue San Francisco, CA 94111, as assignee under the below-defined Security Agreement ("**Lender**").

## W I T N E S S E T H

WHEREAS, Lender, in a GRANT OF SECURITY INTEREST dated as of June 3, 2014 ("*Security Agreement*") and filed with the Assignment Branch of the U.S. Patent on June 4, 2014, Reel 33086 Frame 1 & Trademark Office on June 4, 2014, Reel 5296 Frame 0368, acquired a security interest from Net Power and Light, Inc., a Delaware corporation ("*Grantor*"), in the intellectual property matters listed in the schedule attached hereto as Schedule 1;

WHEREAS, the debt, lien or other liability as set forth and discussed in the Security Agreement was and is extinguished;

NOW, THEREFORE, in exchange for good and valuable consideration, receipt of which is hereby acknowledged, Lender agrees as follows:

Lender hereby releases, waives, resigns and disclaims any and all security interest in any of the intellectual property attached hereto as Schedule 1, and hereby extinguishes the Security Agreement in its entirety.

The parties have executed this Agreement as of the date first written above.


**THE COMPANY:**


NET POWER & LIGHT, INC.
Name of ENTITY (Please Print)

*Tom Engdahl*

Signature

By: ___Tom Engdahl_____

Title:___President_____

## SCHEDULE 1

## PATENT AND PATENT APPLICATIONS

| Patent Title | Patents No. | Status |
|---|---|---|
| Graphical User Interface for a Display Screen of Portion Thereof | D701,514 | Issued |
| Identifying Gestures Using Multiple Sensors | 9,063,704 | Issued |
| Information Mixer and System Control For Attention Management | 9,049,033 | Issued |
| Method and System for Data Packet Queue Recovery | 9,037,706 | Issued |
| Information Mixer and System Control for Attention Management | 8,994,779 | Issued |
| Methods and System for Representing Audiences in Ensemble Experiences | 8,990,709 | Issued |
| System and method for Pervasive Computing | 8,959,141 | Issued |
| System Architecture and Methods for Composing and Directing Participant Experiences | 8,903,740 | Issued |
| System Architecture and Method for Composing and Directing Participant Experiences | 8,789,121 | Issued |
| Method and System for Distributed Computing Interface | 8,689,115 | Issued |
| Method and System for Resource-Aware Dynamic Bandwidth Control | 8,667,166 | Issued |
| Method and System for Predicting a Latency Spike Category of Audio and Video Streams to Adjust a Jitter Buffer Size Accordingly | 8,645,741 | Issued |
| System Architecture and Methods for Composing and Directing Participant Experiences | 8,571,956 | Issued |
| Just-In-Time Transcoding of Application Content | 8,549,167 | Issued |
| Method and System for Low Latency Transfer Protocol | 8,527,654 | Issued |
| System Architecture and Methods for Experiential Computing | 8,463,677 | Issued |
| Method and System for Data Packet Queue | 8,458,328 | Issued |
| System Architecture and Methods for Composing and Directing Participant Experiences | 8,429,704 | Issued |
| Method and System for Low-Latency Transfer Protocol | 8,234,398 | Issued |
| Method and System for Precise Synchronization of Audio and VideoUS Streams During a Distributed Communication Session with Multiple Participants | 8,225,127 | Issued |
| Method and System for Low Latency Transfer Protocol | 8,171,154 | Issued |
| System and Method for Pervasive Computing | 8,060,560 | Issued |
| Method and System for Precise Synchronization of Audio and VideoUS Streams During a Distributed Communication Session with Multiple Participants | 7,949,890 | Issued |

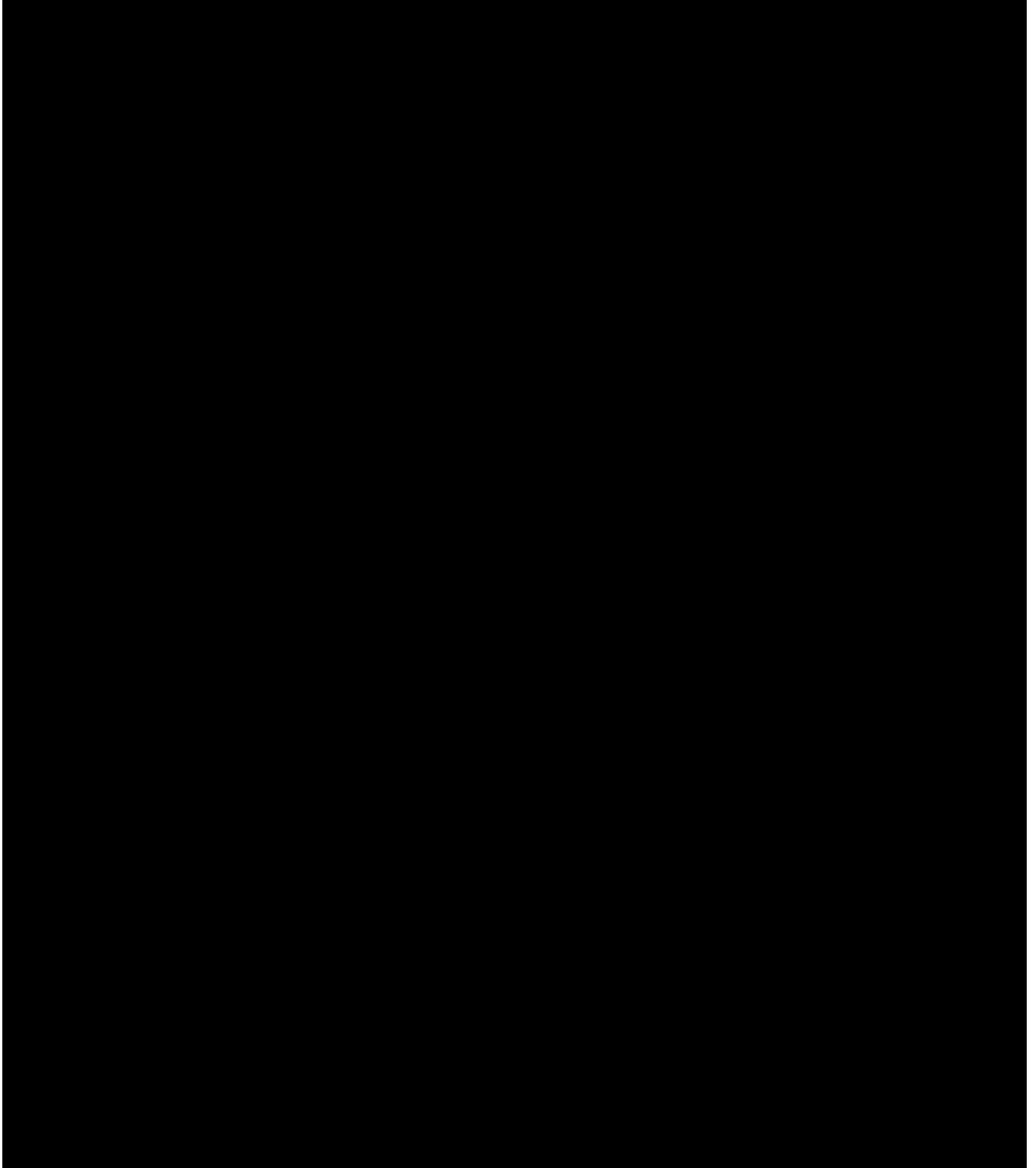| | | |
|---|---|---|
| Method and System for Low Latency High Quality Music Conferencing | 7,593,354 | Issued |
| Display Screen Or Portion Thereof With Graphical User Interface | 29/480,858 | Pending |
| Method and System for Resource-Aware Dynamic Bandwidth Control | 14/162,293 | Pending |
| Method and System for an Audio Pipeline Architecture | 14/143,311 | Pending |
| Just-In-Time Transcoding of Application Content | 14/010,131 | Pending |
| Systems and Methods for Providing an Interactive Experience for People in a Vehicle Environment | 13/856,434 | Pending |
| Method and Systems to Facilitate a Large Gathering Experience | 13/843,972 | Pending |
| Coordinating Devices to Estimate Distance, Relative Position, and Device Attitude | 13/815,920 | Pending |
| Coordinating Devices to Estimate Distance, Relative Position, and Device Attitude | 13/815,918 | Pending |
| Method and System for Measuring Emotional Engagement in a Computer-Facilitated Event | 13/815,909 | Pending |
| Method and Systems for Synchronized Multi-Venue Experience and Production | 13/815,786 | Pending |
| Methods and Systems for Virtual Experiences | 13/546,906 | Pending |
| Identifying a 3-d Motion on a 2-D planes | 13/544,930 | Pending |
| Method and System for Drawing | 13/544,824 | Pending |
| Method and System for Representing Audiences in Ensemble Experiences | 13/540,441 | Pending |
| Information Mixer and System Control For Attention Management | 13/529,228 | Pending |
| Information Mixer and System Control For Attention Management | 13/529,196 | Pending |
| Method and System for Providing Gathering Experience | 13/528,210 | Pending |
| Method and System for Providing Gathering Experience | 13/528,123 | Pending |
| Methods and Systems for Virtual Experiences | 13/461,680 | Pending |
| Experience or "sentio" codecs, and Methods and Systems for Improving QoE and Encoding Based on QoE Experiences | 13/363,187 | Pending |
| Method and System for Virtual Playdate | 13/359,409 | Pending |
| Methods and System for Image Sharing in a Collaborative Work Space | 13/316,868 | Pending |
| Methods and Systems for Sharing Images Synchronized Across a Distributed Computing Interface | 13/316,845 | Pending |
| Distribution Processing Pipeline and Distributed Layered Application Processing | 13/279,242 | Pending |
| Methods and Systems for Providing a Graphical User Interface | 13/270,125 | Pending |
| Method and System for an Interactive Event Experience | 13/221,801 | Pending |

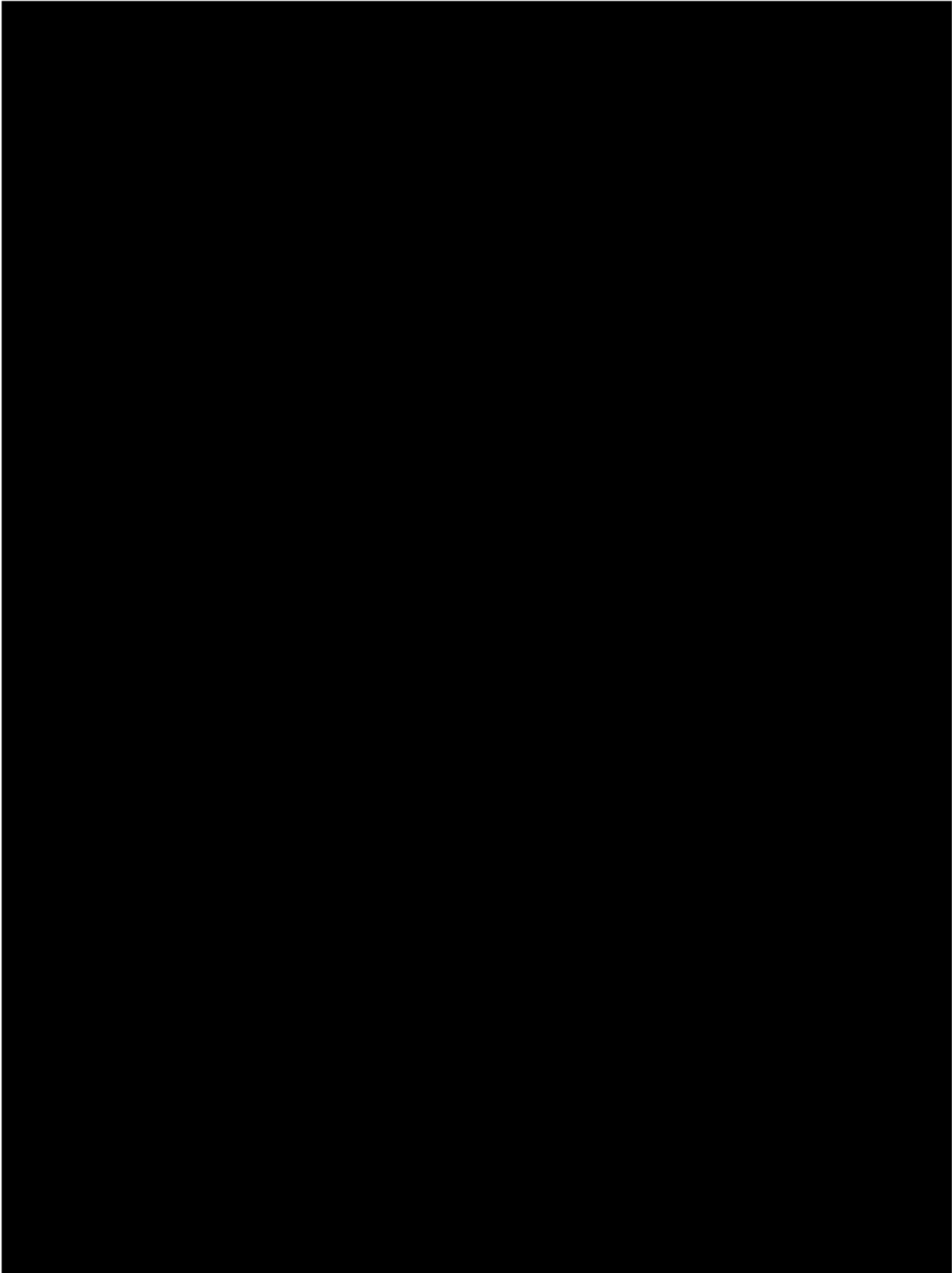| | | |
|---|---|---|
| System Architecture and Methods for Distributed Multi-sensor gesture processing | 13/210,370 | Pending |
| Experience or "Sentio" Codecs, and Methods and Systems for Improving QoE and Encoding Based on QoE Experiences | 13/136,870 | Pending |

## TRADEMARK REGISTRATIONS

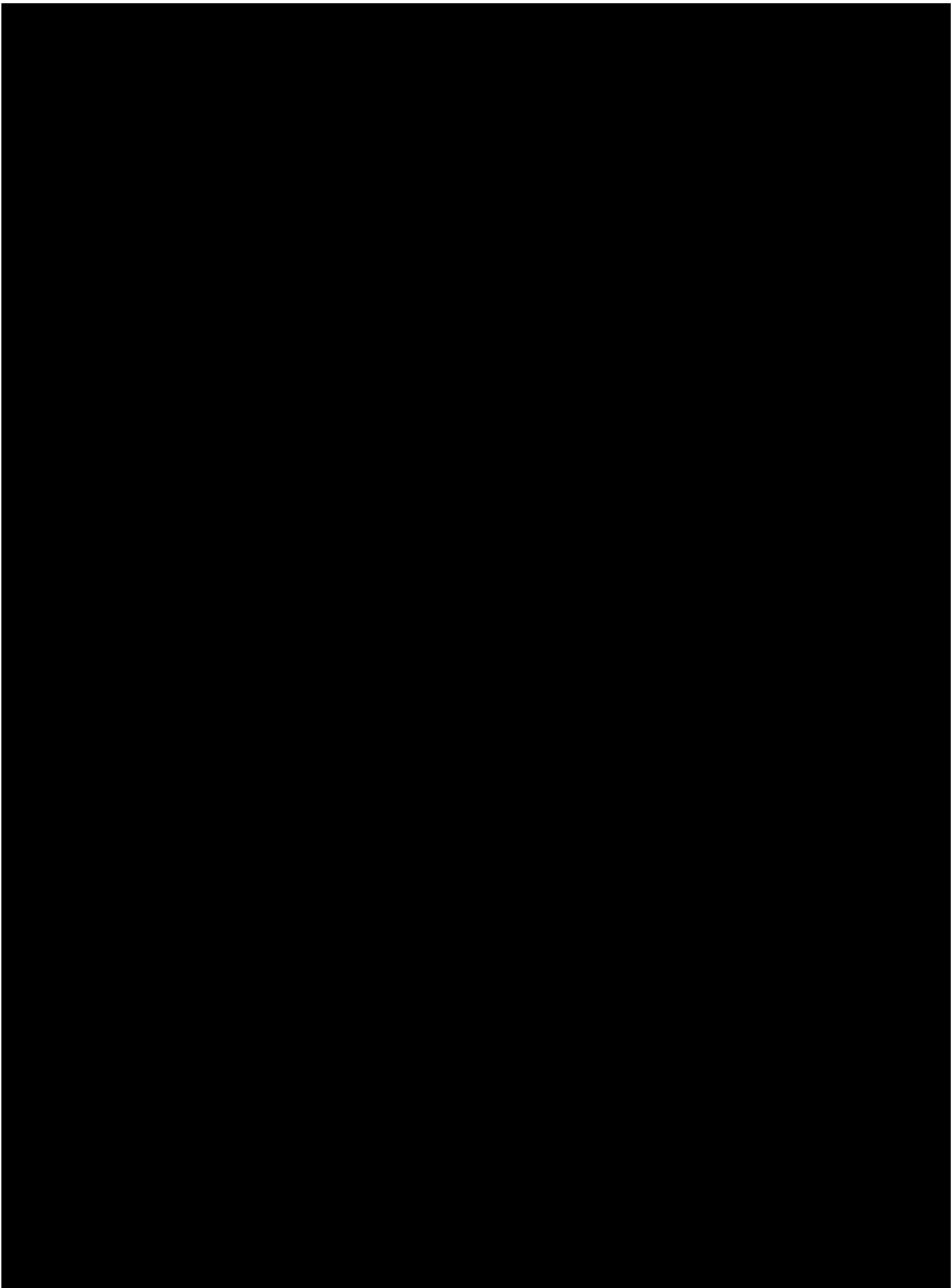| Mark | Registration No. | Status |
|---|---|---|
| Net Power & Light | 4,517,975 | Registered |
| Net Power & Light (Logo) | 4,511,039 | Registered |
| Net Power & Light (Logo) | 4,514,963 | Registered |
| NPL SPIN | 4,505,605 | Registered |
| NPL SPIN | 4,505,606 | Registered |
| SPIN | 4,518,377 | Registered |
| SPIN | 4,518,378 | Registered |
| SPIN | 4,526,334 | Registered |
| SPIN | 4,530,187 | Registered |
| SPIN (Logo) | 4,515,046 | Registered |
| SPIN (Logo) | 4,515,047 | Registered |

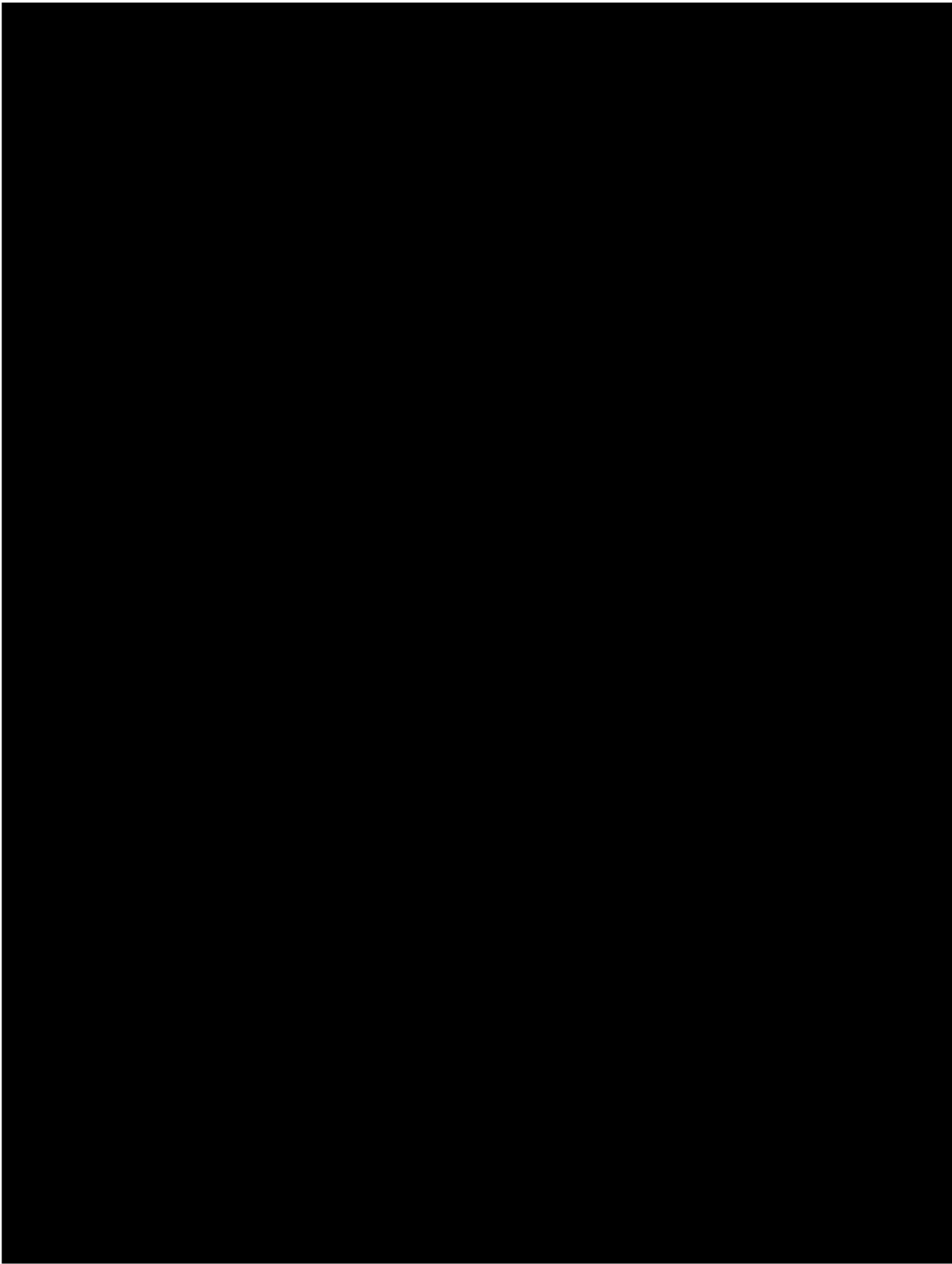# NOTE AND WARRANT CONVERSION AGREEMENT

This Note and Warrant Conversion Agreement (this "Agreement") is made and entered into as of April 27, 2016 by and among Net Power & Light, Inc., a Delaware corporation (the "Company"), and the undersigned holders of the convertible promissory notes and warrants of the Company (the "Holders").
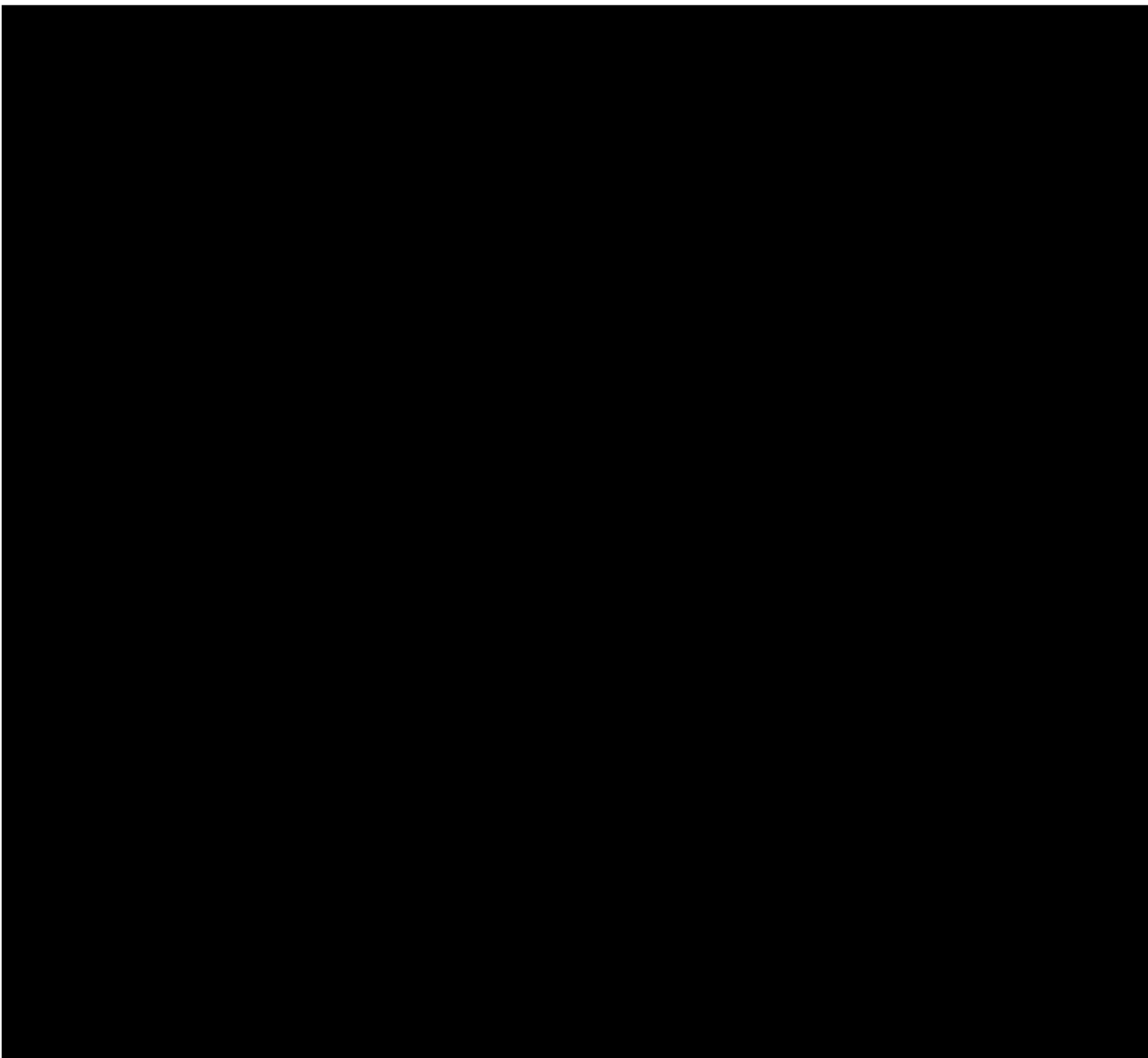
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3.      Termination of Security Interest. Upon receipt by the Holders of the Conversion Shares, (a) the Company shall have no further obligations to the Holders under the Notes, the Purchase Agreements, the Amended and Restated Intellectual Property Security Agreement dated as of February 19, 2016 by and among the Company, the Holders and the other holders party thereto (the "IP Security Agreement") and the Amended and Restated Security Agreement dated as of February 19, 2016 by and among the Company, the Holders and the other holders party thereto (such agreement, together with the IP Security Agreement, collectively, the "Security Agreements"), (b) the Holders shall be deemed to have automatically released all of its liens on and security interests in any and all collateral granted by the Company connection with the Notes, the Purchase Agreements and the Security Agreements, as applicable, including any and all Collateral (as defined in the Security Agreements), (c) the Holders shall be automatically deemed to be removed as Secured Parties (as defined in the Security Agreements) under the Security Agreements with no further action by the Company, the Holders or any other person and (d) the Company shall be authorized to file any UCC-3 termination statements necessary to evidence termination of the Holders' security interest in the Collateral and statements, releases and or other necessary documents or instruments with all appropriate jurisdictions or governmental authorities to

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terminate and release any liens that the Holders may have on the assets of the Company with respect to the Notes.

4.    <u>Entire Agreement</u>.  The Notes, as amended by this Agreement, contains the sole and entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, commitments, agreements and understandings heretofore had among any of them with respect thereto.

5.    <u>Counterparts</u>.  This Agreement may be executed in more than one counterparts, each of which shall be deemed to be an original and which, together, shall constitute one and the same instrument. Any such counterpart may contain one or more signature pages.  This Agreement may be executed by facsimile or electronic signatures.

6.    <u>Governing Law</u>.  This Agreement will be governed by and construed and enforced in accordance with the Laws of the State of Delaware without regard to principles of conflicts of Law.

[Signature Pages Follow]

OHSUSA:764747332.5

The parties have executed this Agreement as of the date first written above.

THE COMPANY:

NET POWER & LIGHT, INC.

By: _____
Name: Thomas Engdahl
Title: President / CEO

NOTE AND WARRANT CONVERSION AGREEMENT

The parties have executed this Agreement as of the date first written above.

HOLDERS:

INDIVIDUAL:

*If you are an individual, print your name and sign below.*

_____
Name of Individual (Please Print)


_____
Signature

ENTITY:

*If you are signing on behalf of an entity, please print the name of the entity, and sign below indicating your name and your title*

**Peninsula Technology Ventures, L.P.**
_____
Name of Entity (Please Print)

_____
Signature

By: Greg Ennis
_____

Title: Managing Director
_____

[Signature Page to Note and Warrant Conversion Agreement]

The parties have executed this Agreement as of the date first written above.

HOLDERS:

INDIVIDUAL:

*If you are an individual, print your name and sign below.*

_____
Name of Individual (Please Print)

_____
Signature

ENTITY: .

*If you are signing on behalf of an entity, please print the name of the entity, and sign below indicating your name and your title*

**Peninsula Venture Principals, L.P.**
Name of Entity (Please Print)

_____
Signature

By: Greg Ennis

Title: Managing Director

[Signature Page to Note and Warrant Conversion Agreement]

The parties have executed this Agreement as of the date first written above.

**HOLDERS:**

**INDIVIDUAL:**

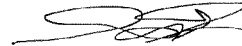*If you are an individual, print your
name and sign below.*

**ENTITY:**

*If you are signing on behalf of an entity,
please print the name of the entity, and sign
below indicating your name and your title*

_____
Name of Individual (Please Print)

**Alsop Louie Capital 1, L.P.**
Name of Entity (Please Print)

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

_____
Signature

_____
Signature

By: _____
      Stewart Alsop

Title: _____
      Partner

[Signature Page to Note and Warrant Conversion Agreement]