

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384755

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Warrant Agreement & Release of Security Interest
RESUBMIT DOCUMENT ID:	900362425

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:
Alsop Louie Capital 1, L.P.		04/27/2016	Limited Partnership: DELAWARE
Singtel Innov8 Pte. Ltd.		04/27/2016	Corporation: SINGAPORE
TWB Investment Partnership II, LP		04/27/2016	Limited Partnership: DELAWARE
the Board of Trustees of the Leland Stanford Junior University (Daper I)		04/27/2016	Board of Trustees:
Lawrence B. Low		04/27/2016	INDIVIDUAL:
John Seely Brown		04/27/2016	INDIVIDUAL:
Jeannie Shin		04/27/2016	INDIVIDUAL:
Orrick Investments 2010, LLC		04/27/2016	Limited Liability Company: DELAWARE
Orrick Investments 2011, LLC		04/27/2016	Limited Liability Company: DELAWARE
Ta-Hui Ty Wang		04/27/2016	INDIVIDUAL:

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: 17

Property Type	Number	Word Mark
Registration Number:	4502085	HAVE FUN TOGETHER

TRADEMARK

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:	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

Email: ipprosecution@orrick.com

Correspondent Name: Orrick, Herrington & Sutcliffe LLP

Address Line 1: 2050 Main Street 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: 24

- source=TM5642_0922 Executed US Release_COMBO#page1.tif
- source=TM5642_0922 Executed US Release_COMBO#page2.tif
- source=TM5642_0922 Executed US Release_COMBO#page3.tif
- source=TM5642_0922 Executed US Release_COMBO#page4.tif
- source=TM5642_0922 Executed US Release_COMBO#page5.tif
- source=TM5642_0922 Executed US Release_COMBO#page6.tif
- source=TM5642_0922 Executed US Release_COMBO#page7.tif
- source=TM5642_0922 Executed US Release_COMBO#page8.tif
- source=TM5642_0922 Executed US Release_COMBO#page9.tif
- source=TM5642_0922 Executed US Release_COMBO#page10.tif

source=TM5642_0922 Executed US Release_COMBO#page11.tif
source=TM5642_0922 Executed US Release_COMBO#page12.tif
source=TM5642_0922 Executed US Release_COMBO#page13.tif
source=TM5642_0922 Executed US Release_COMBO#page14.tif
source=TM5642_0922 Executed US Release_COMBO#page15.tif
source=TM5642_0922 Executed US Release_COMBO#page16.tif
source=TM5642_0922 Executed US Release_COMBO#page17.tif
source=TM5642_0922 Executed US Release_COMBO#page18.tif
source=TM5642_0922 Executed US Release_COMBO#page19.tif
source=TM5642_0922 Executed US Release_COMBO#page20.tif
source=TM5642_0922 Executed US Release_COMBO#page21.tif
source=TM5642_0922 Executed US Release_COMBO#page22.tif
source=TM5642_0922 Executed US Release_COMBO#page23.tif
source=TM5642_0922 Executed US Release_COMBO#page24.tif

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, SINGTEL INNOV8 PTE. LTD., a Singapore Corporation, with a business address of Blk 71 Ayer Rajah Crescent #02-22 Ayer Rajah Industrial Estate Singapore 139951, TWB INVESTMENT PARTNERSHIP II, LP, a Delaware Limited Partnership, with a business address of 1201 Third Avenue, Floor 49 Seattle, WA 98101-3099, THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY (DAPER I), a United States Board of Trustees, with a business address of 635 Knight Way Stanford, CA 94305-7297, LAWRENCE B. LOW, an individual of the United States, with a business address of 405 Howard Street San Francisco, CA 94105, JOHN SEELY BROWN, an individual of the United States, with a business address of 1110 Waverley Street Palo Alto, CA 94301, JEANNIE SHIN, an individual of the United States, with a business address of 405 Howard Street San Francisco, CA 94105, ORRICK INVESTMENTS 2010, LLC, a Delaware Limited Liability Company, with a business address of 405 Howard Street San Francisco, CA 94105, ORRICK INVESTMENTS 2011, LLC, a Delaware Limited Liability Company, with a business address of 405 Howard Street San Francisco, CA 94105, and TA-HUI TY WANG, an individual of the United States, with a business address of 405 Howard Street San Francisco, CA 94105, 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 September 30, 2015 (“*Security Agreement*”) and filed with the Assignment Branch of the U.S. Patent on & Trademark Office on October 6, 2015, Reel 5642 Frame 0922, 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

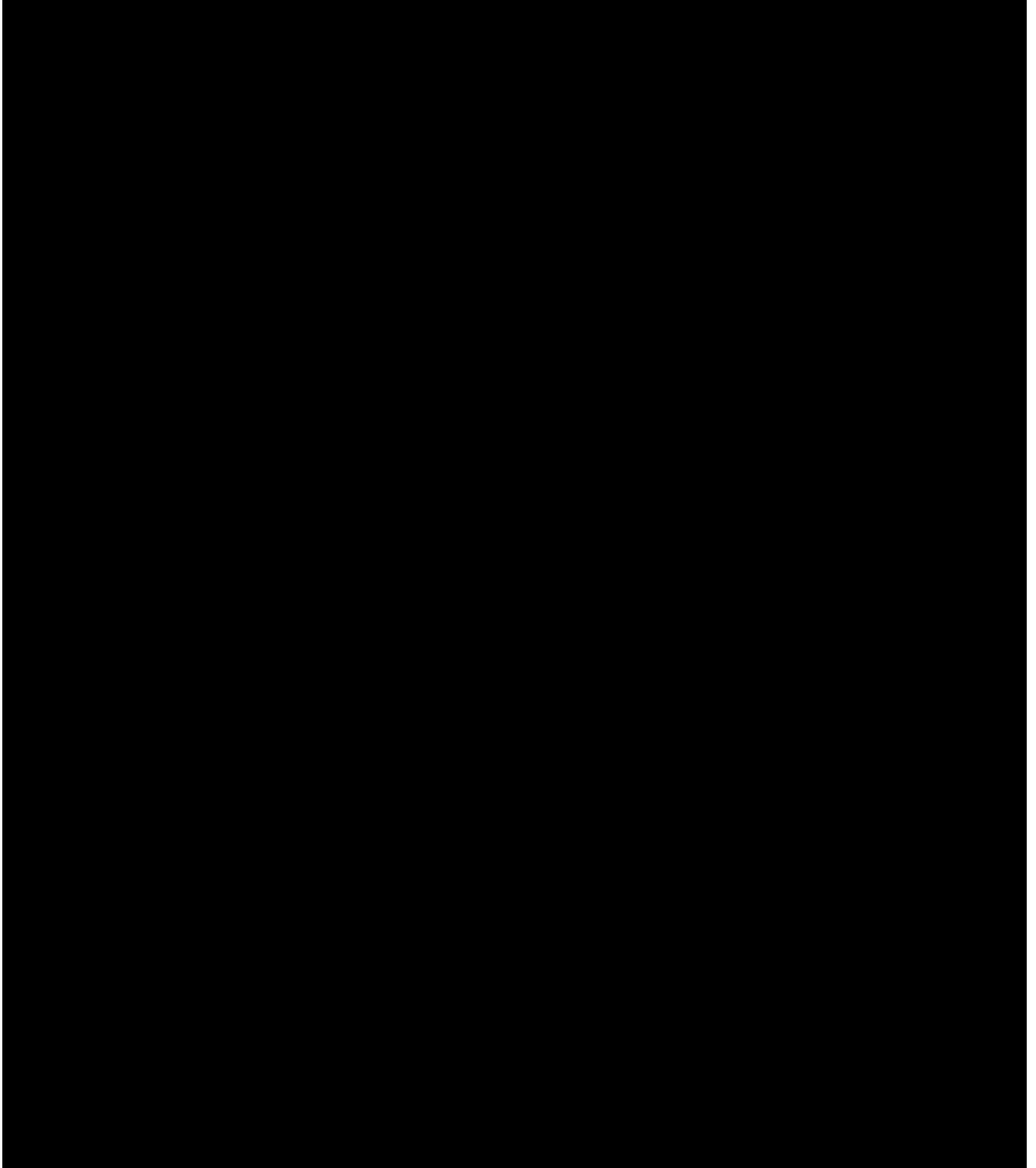
SCHEDULE 1

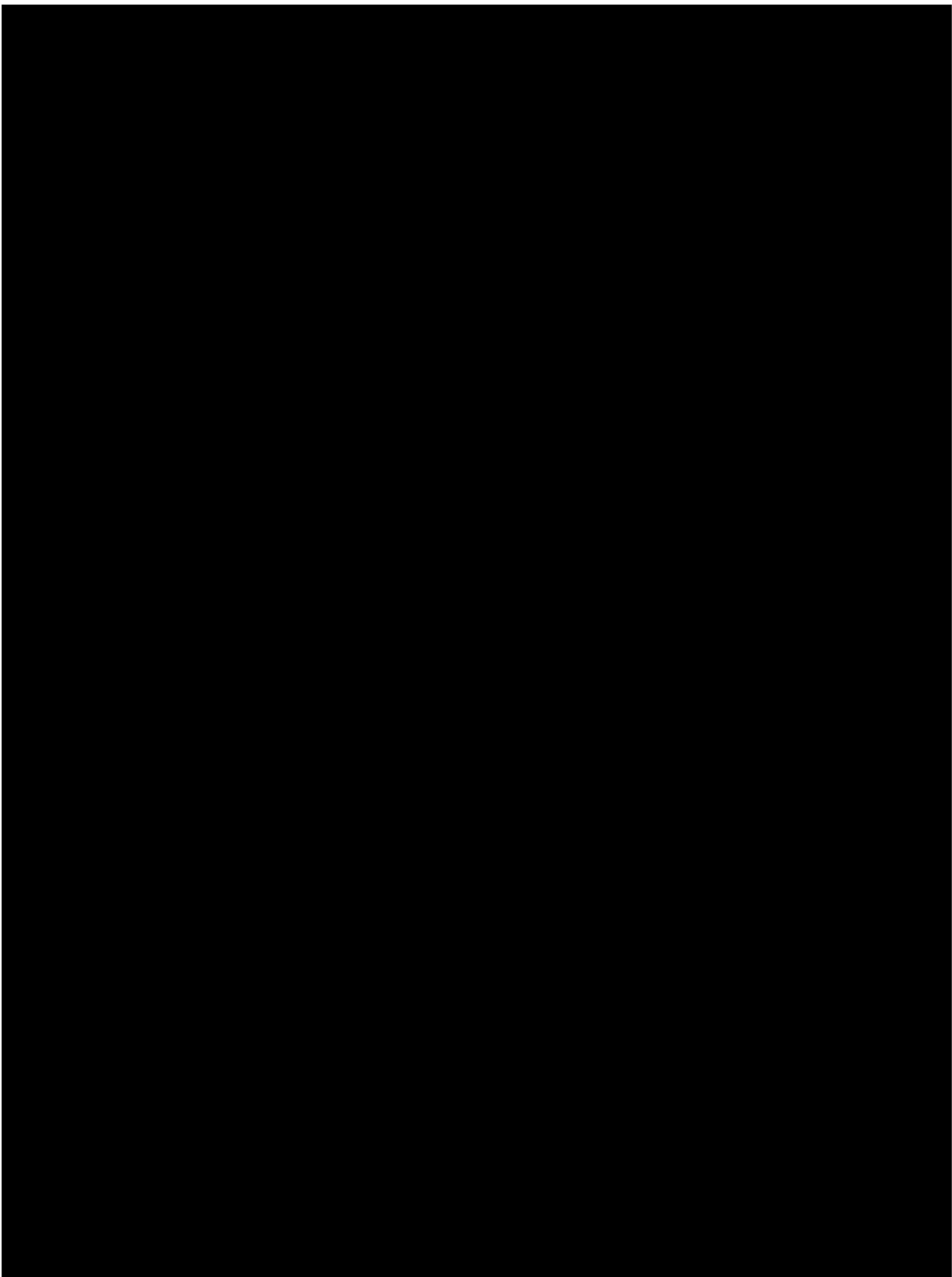
TRADEMARK REGISTRATIONS

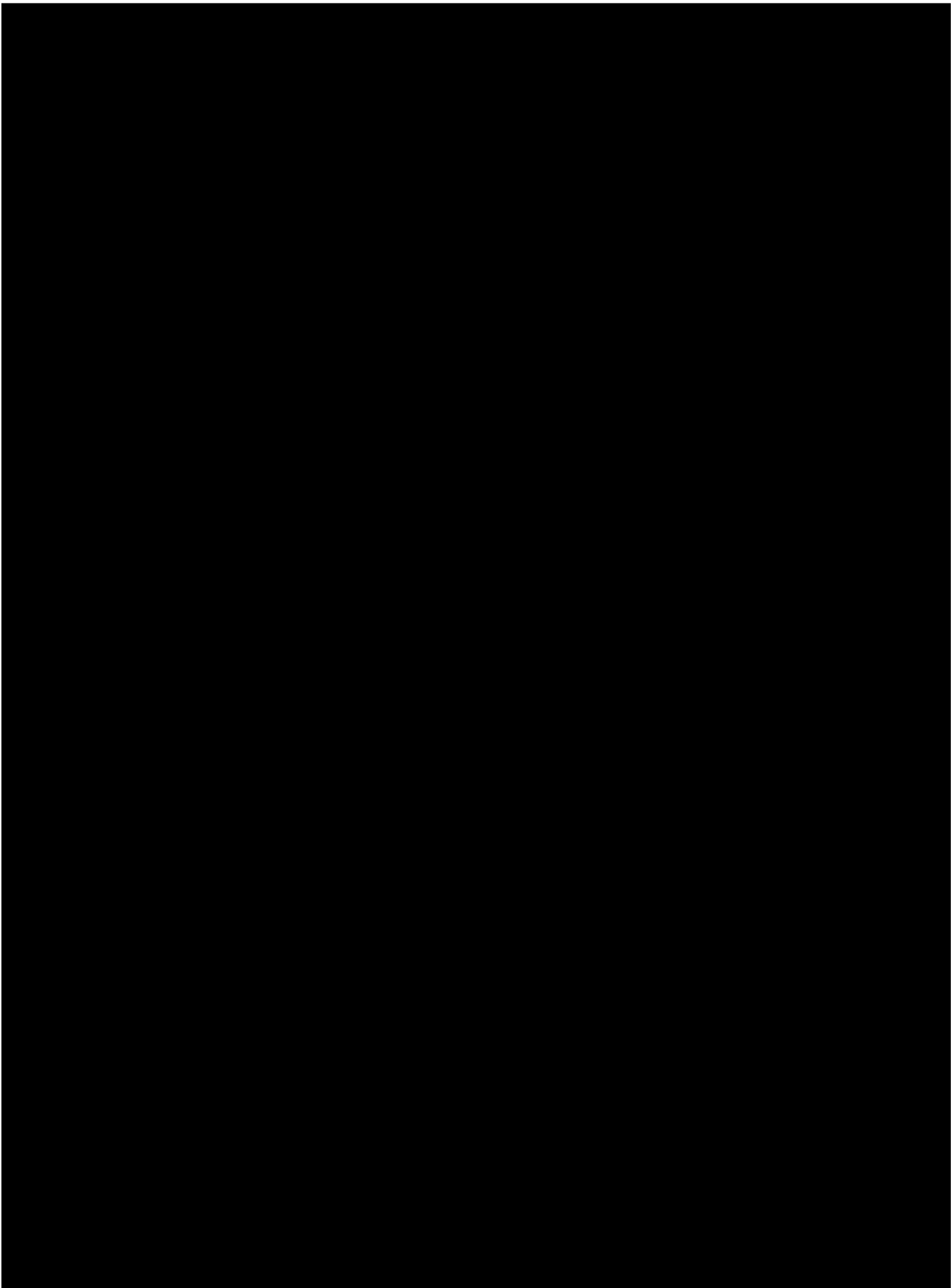
Mark	Registration No.	Status
YOU AND YOUR WORLD TURNED ON	4,502,071	Registered
TOGETHERTV	4,502,070	Registered
SPIN (Logo)	4,515,047	Registered
SPIN (Logo)	4,649,560	Registered
SPIN (Logo)	4,656,558	Registered
SPIN (Logo)	4,515,046	Registered
SPIN	4,518,377	Registered
SPIN	4,518,378	Registered
SPIN	4,526,334	Registered
SPIN	4,530,187	Registered
NPL SPIN	4,505,605	Registered
NPL SPIN	4,505,606	Registered
Net Power & Light (Logo)	4,511,039	Registered
Net Power & Light (Logo)	4,514,963	Registered
Net Power & Light (Logo)	4,597,437	Registered
Net Power & Light	4,517,975	Registered
HAVE FUN TOGETHER	4,502,085	Registered

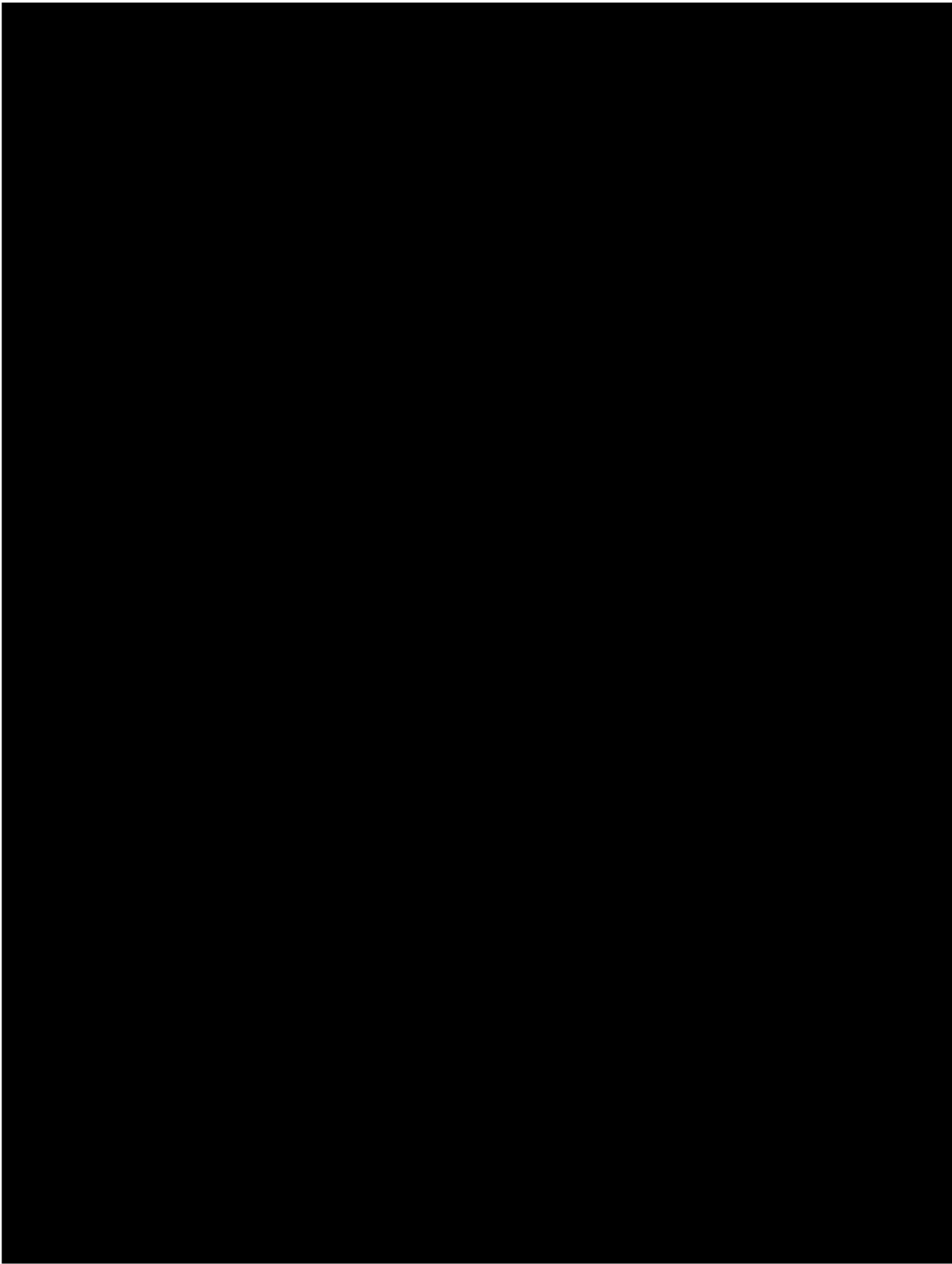
NOTE AND WARRANT CONVERSION AGREEMENT

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").









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

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

4. Entire Agreement. 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. Counterparts. 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. Governing Law. 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]

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.

Name of Individual (Please Print)

Signature

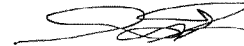
ENTITY:

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

Alsop Louie Capital 1, L.P.

Name of Entity (Please Print)

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



Signature

Stewart Alsop

By: _____

Partner

Title: _____

[Signature Page to Note and Warrant Conversion Agreement]

TRADEMARK

REEL: 005792 FRAME: 0973

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

SingTel Innov8 Pte. Ltd

Name of Entity (Please Print)

Signature

By: Edgar Hardless

Title: 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

TWB Investment Partnership II, LP

Name of Entity (Please Print)

Signature

By: Robert E. Gillos

Title: Assistant Managing Director

NOTE AND WARRANT CONVERSION AGREEMENT

TRADEMARK

REEL: 005792 FRAME: 0975

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

The Board of Trustees of the Leland Stanford Junior University (DAFER I)

Name of Entity (Please Print)

Signature

By: Sabrina Liang
Director, School and Department Funds

Title: _____

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.

Lawrence B. Law
Name of Individual (Please Print)

Lawrence B. Law
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

Name of Entity (Please Print)

Signature

By: _____

Title: _____

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.

John Seely Brown

Name of Individual (Please Print)

John Seely Brown

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

Name of Entity (Please Print)

Signature

By: _____

Title: _____

NOTE AND WARRANT CONVERSION AGREEMENT

TRADEMARK

REEL: 005792 FRAME: 0978

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.

Jeannie Shin
Name of Individual (Please Print)

JLS
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

Name of Entity (Please Print)

Signature

By: _____

Title: _____

NOTE AND WARRANT CONVERSION AGREEMENT

TRADEMARK

REEL: 005792 FRAME: 0979

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.

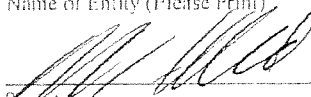
Name of Individual (Please Print)

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

ORLIK INVESTMENTS 2011 LLC
ORLIK INVESTMENTS 2010 LLC
Name of Entity (Please Print)


Signature

By: Peter L. Herans

Title: Chair, Investment Comm

NOTE AND WARRANT CONVERSION AGREEMENT

TRADEMARK

REEL: 005792 FRAME: 0980

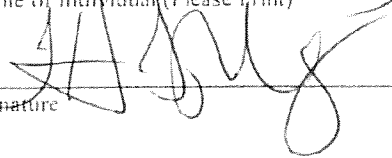
The parties have executed this Agreement as of the date first written above.

HOLDERS:

INDIVIDUAL:

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

Ta-Hui Ty Wang

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

Name of Entity (Please Print)

Signature
By: _____
Title: _____

NOTE AND WARRANT CONVERSION AGREEMENT

