

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM396637

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BERKELEY LIGHTS, INC.		08/24/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRIPLEPOINT CAPITAL LLC		
<b>Street Address:</b>	2755 SAND HILL ROAD, SUITE 150		
<b>City:</b>	MENLO PARK		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86586975	BERKELEY LIGHTS	
<b>Serial Number:</b>	87113176	BERKELEYLIGHTS	
<b>Serial Number:</b>	87113170	B BERKELEY LIGHTS	
<b>Serial Number:</b>	86587007		
<b>Serial Number:</b>	86587021	BIOFOUNDRY	
<b>Serial Number:</b>	86590693	CELLFAB	
<b>Serial Number:</b>	86590736	LIGHTHOUSE	
<b>Serial Number:</b>	87121134	BEACON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102774730		
<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>			
<b>Phone:</b>	(310) 788-6133		
<b>Email:</b>	jsbrown@mwe.com		
<b>Correspondent Name:</b>	GARY B. ROSENBAUM		
<b>Address Line 1:</b>	MCDERMOTT WILL & EMERY LLP		
<b>Address Line 2:</b>	2049 CENTURY PARK EAST, SUITE 3800		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	082853-0010		
<b>NAME OF SUBMITTER:</b>	GARY B. ROSENBAUM		

CH \$215.00 86586975

<b>SIGNATURE:</b>	/Gary B. Rosenbaum/
<b>DATE SIGNED:</b>	08/29/2016
<b>Total Attachments: 12</b> source=Berkeley_Lights_IPSecurityAgreement#page1.tif source=Berkeley_Lights_IPSecurityAgreement#page2.tif source=Berkeley_Lights_IPSecurityAgreement#page3.tif source=Berkeley_Lights_IPSecurityAgreement#page4.tif source=Berkeley_Lights_IPSecurityAgreement#page5.tif source=Berkeley_Lights_IPSecurityAgreement#page6.tif source=Berkeley_Lights_IPSecurityAgreement#page7.tif source=Berkeley_Lights_IPSecurityAgreement#page8.tif source=Berkeley_Lights_IPSecurityAgreement#page9.tif source=Berkeley_Lights_IPSecurityAgreement#page10.tif source=Berkeley_Lights_IPSecurityAgreement#page11.tif source=Berkeley_Lights_IPSecurityAgreement#page12.tif	



## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of August 24, 2016 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and BERKELEY LIGHTS, INC., a Delaware corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the grantor, which is BERKELEY LIGHTS, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and BERKELEY LIGHTS, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of August 24, 2016 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights that are included in the "Collateral" described in the Loan Agreement.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### 1. GRANT OF SECURITY INTEREST

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You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

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

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### 2. LOAN AGREEMENT

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This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

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**3. OUR RIGHT TO SUE**

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From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or reasonably desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will, upon Our reasonable request, from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us in the Intellectual Property Collateral.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity; provided, however, that We acknowledge and agree that our rights and remedies are subject to Our agreement with respect to Intellectual Property set forth in Section 8 of the Loan Agreement. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

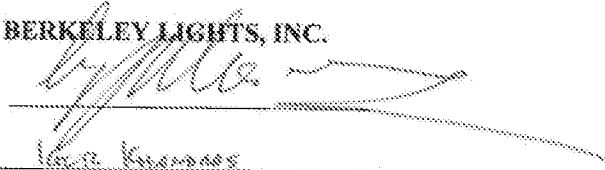
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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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 the same instrument.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: BERKELEY LIGHTS, INC.  
Signature:   
Print Name: V. A. Kinnear  
Title: CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

## SCHEDULE A

### To Plain English Intellectual Property Security Agreement Between Berkeley Lights, Inc., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

#### PATENTS AND PATENT APPLICATIONS

- 1. BL1 (BL00001X) – Outputting a Droplet of Liquid Medium from a Device for Processing Micro-Objects in the Medium**
  - US Prov. – USSN 61/653,222, filed May 30, 2012
  - US Utility – USSN 13/856,781, filed April 4, 2013, published as US2013/0319861
  - International – PCT/US2013/043174, filed May 29, 2013, published as WO2013/181288
  - Europe – EP13797160.2, NP entry December 3, 2014, published as EP2856179
  - Japan – JP2015-515162, NP entry November 28, 2014, published as JP2015-518170A
  
- 2. BL3 (BL00003X) – Interrogating a Cell in a Cell Interrogation Device**
  - US Prov. – USSN 61/664,421, filed June 26, 2012
  - US Utility – USSN 13/927,281, filed June 26, 2013, pending (unpublished)
  
- 3. BL4 (BL00004X) – Combining Biological Micro-Objects**
  - US Prov. – USSN 61/671,499, filed July 13, 2012
  - US Utility – USSN 13/940,424, filed July 12, 2013, published as US2014/0017791
  - International – PCT/US2013/050269, filed July 12, 2013, published as WO2014/011985
  - Europe – EP13816169.0, NP entry February 12, 2015, published as EP2872615
  - Japan – JP2015-521839, NP entry January 9, 2015, published as JP2015-530074A
  
- 4. BL6 (BL00006X) – Pens For Biological Micro-Objects**
  - US Prov. – USSN 61/720,956, filed October 31, 2012
  - US Utility – USSN 14/060,117, filed October 22, 2013, published as US2014/0116881
  - International – PCT/US2013/67479, filed October 30, 2013, published as WO2014/070873
  - Europe – EP13850976.5, NP entry May 30, 2015, published as EP2914965
  - Japan – JP2015-539940, NP entry April 14, 2015, published as JP2015-534810A
  - Korea – KR10-2015-7014290, NP entry May 29, 2015
  - China – CN201380061831.3, NP entry May 27, 2015
  - Hong Kong – HK16101267.6, request for registration filed February 3, 2016 (via CN)
  - Hong Kong – HK16102628.8, request for registration filed March 8, 2016 (via EP)
  - Singapore – SG11201600580P, NP entry January 26, 2016, **Notice of Allowance Issued**
  - Israel – IL238447, NP entry April 26, 2015
  - Canada – CA2888810, NP entry April 20, 2015
  - Australia – AU2013337937, NP entry April 24, 2015
  
- 5. BL8 (BL00008X) – Detecting Cells Secreting a Protein of Interest**
  - US Prov. – USSN 61/720,349, filed October 30, 2012

US Utility – USSN 14/044,559, filed October 2, 2013, **issued as US Pat. 8,921,055** on December 30, 2014  
US Con – USSN 14/83,351, filed December 26, 2014, published as US2015/0111784  
International – PCT/2013/067324, filed October 29, 2013, published as WO2014/070783  
Europe – EP13850928.6, NP entry May 27, 2015, published as EP2914960  
Japan – JP2015-539921, NP entry April 14, 2015, published as JP2015-535344A

**6. BL9 (BL00009X) – Circuit Based Optoelectronic Tweezers**

US Prov. – USSN 61/724,168, filed November 8, 2012  
US Utility – USSN 14/051,004, filed October 10, 2013, **Issued as US Pat. 9,403,172**  
US Con – USSN 15/207,210, filed July 11, 2016  
International – PCT/US2013/067564, filed October 30, 2013, published as WO2014/074367  
Europe – EP13853719.6, NP entry June 2, 2015, published as EP2916954  
Japan – JP2015-540751, NP entry April 14, 2015, published as JP2016-505349A  
Korea – KR10-2015-7014857, NP entry June 4, 2015  
China – CN201380064064.1, NP entry June 8, 2015  
Hong Kong – HK16101269.4, request for registration filed February 3, 2016 (via CN)  
Hong Kong – HK16102624.2, request for registration filed March 8, 2016 (via EP)  
Singapore – SG11201600581S, NP entry January 26, 2016  
Israel – IL238451, NP entry April 26, 2015  
Canada – CA2890352, NP entry May 6, 2015

**7. BL14 (BL00014X) – Exporting a Selected Group of Micro-Objects from a Microfluidic Device**

US Prov. – USSN 61/996,962, filed October 22, 2013  
US Utility – USSN 14/520,510, filed October 22, 2014, published as US2015/0151307  
International – PCT/US2014/061787, filed October 22, 2014, published as WO2015/061462  
Europe – EP14855225.0, NP entry April 21, 2016  
Japan – JP2016-525534, NP entry April 21, 2016  
Korea – KR2016-7013485, NP entry April 20, 2016  
Singapore – SG11201602340T, NP entry March 24, 2016

**8. BL15 (BL00015X) – Microfluidic Devices having Isolation Pens and Methods of Testing Biological Micro-Objects with Same**

US Prov. – USSN 61/996,969, filed October 22, 2013  
US Prov. – USSN 62/058,658, filed October 1, 2014 (filed as BL64-PRV)  
US Utility – USSN 14/520,568, filed October 22, 2014, published as US2015/0151298  
International – PCT/US2014/061837, filed October 22, 2014, published as WO2015/061497  
Europe – EP14855668.1, NP entry May 20, 2016  
Japan – JP2016-525617, NP entry April 21, 2016  
Korea – KR10-2016-7013301, NP entry May 19, 2016  
China – CN201480058444.9, NP entry April 22, 2016  
Singapore – SG11201602629R, NP entry April 4, 2016

Israel – IL245254, NP entry April 21, 2016  
Canada – CA2927701, NP entry April 14, 2016  
Australia – AU2014340089, NP entry April 11, 2016

**9. BL16 (BL00016X) – Microfluidic Devices for Assaying Biological Activity**

US Prov. – USSN 61/996,973, filed October 22, 2013  
US Utility – USSN 14/521,447, filed October 22, 2014, published as US2015/0165436  
International – PCT/US2014/061848, filed October 22, 2014, published as  
WO2015/061506  
Europe – EP14854978.5, NP entry April 21, 2016  
Japan – JP2016-525565, NP entry April 21, 2016  
Korea – KR10-2016-7010553, NP entry April 21, 2016  
China – CN201480057812.8, NP entry April 21, 2016  
Singapore – SG11201602336U, NP entry March 24, 2016  
Israel – IL245253, NP entry April 21, 2016  
Canada – CA2925326, NP entry March 23, 2016  
Australia – AU2014340098, NP entry April 21, 2016

**10. BL17 (BL00017X) – Single-Sided OEW with Integrated Mesh Ground  
(Joint Ownership with UC Regents)**

US. Prov. – USSN 62/088,532, filed December 5, 2014 (filed as BL98-PRV)  
US Utility – USSN 14/960,010, filed December 4, 2015, published as US2016/0158748  
International – PCT/US2015/064074, filed December 4, 2015, published as  
WO2016/090295  
Taiwan – TW104140763, filed December 4, 2015

**11. BL19 (BL00019X) – Movement and Selection of Micro-Objects in a Microfluidic  
Apparatus**

US Prov. – USSN 62/090,303, filed December 10, 2014  
US Utility – USSN 14/965,721, filed December 10, 2015, published as US2016/0199837  
International – PCT/US2015/065085, filed December 10, 2015, published as  
WO2016/094715

**12. BL20 (BL00020X) – Isolating Fluidic Structures; Trapping Bubbles**

US Prov. – USSN 62/176,890, filed June 6, 2014  
US Utility – USSN 14/732,682, filed June 6, 2015, published as US2015/0352547  
International – PCT/US2015/034594, filed June 6, 2015, published as WO2015/188171

**13. BL21 (BL00021X) – DEP Force Control and Electrowetting Control in Different Sections  
of the Same Microfluidic Apparatus**

US Utility – USSN 14/262,140, filed April 25, 2014, published as US2015/0306598  
International – PCT/US2015/027679, filed April 25, 2015, published as  
WO2015/164846

**14. BL29 (BL00029X) – Capturing Specific Nucleic Acid Materials from Individual  
Biological Cells in a Microfluidic Device**



US Utility – USSN 14/133,361, filed December 18, 2013, published as US20150166326  
International – PCT/US2014/071323, filed December 18, 2014, published as  
WO2015/095623

Also published as WO2016/094715

Europe – EP14872873.6, NP entry July 14, 2016  
Japan – JP2016-540965, NP entry June 17, 2016  
Korea – 2016-7018502, NP entry July 8, 2016  
Singapore – SG11201604907S, NP entry June 16, 2016

**15. BL37 (BL00037X) – Microfluidic Cell Culture**

US Prov. – USSN 62/142,225, filed April 22, 2015  
US Utility – USSN 15/135,707, filed April 22, 2016  
International – PCT/US2016/028808, filed April 22, 2016  
Taiwan – TW105112686, filed April 22, 2016

**16. BL45 (BL00045X) - Device with DEP and EW Configurations**

US Utility – USSN 14/262,200, filed April 25, 2014, published as US2015/0306599  
International – PCT/US2015/027680, filed April 25, 2015, published as  
WO2015/164847

**17. BL53 (BL00053X) – Generation and Selection of Embryos In Vitro**

US Prov. – USSN 62/128,458, filed March 4, 2015  
US Utility – USSN 15/061,295, filed March 4, 2016  
International – PCT/US2016/021017, filed March 4, 2016

**18. BL66 (BL00066X) – Selectively Creating a Localized Flow of a Fluidic Medium to Move a Micro-Object in a Microfluidic Device**

US Prov. – USSN 62/089,065, filed December 8, 2014  
US Utility – USSN 14/961,868, filed December 7, 2015, published as US2016/0158757  
International – PCT/US2015/064350, filed December 7, 2015, published as  
WO2016/094333

**19. BL74 (BL00074X) – Automated Detection of Assay-Positive Areas in Microfluidic Devices**

US Prov. – USSN 62/089,229, filed December 9, 2015  
US Prov. – USSN 62/259,511, filed November 24, 2015  
US Utility – USSN 14/964,025, filed December 9, 2015, published as US2016/0160259  
International – PCT/US2015/064718, filed December 9, 2015, published as WO2016/

**20. BL75 (BL00075X) – Method for Screening B Cells**

US Prov. – USSN 62/201,520, filed August 5, 2015

**21. BL82 (BL00082X) – Automated Detection and Repositioning of Micro-Objects in Microfluidic Devices**

US Prov. – USSN 62/089,613, filed December 9, 2014  
US Prov. – USSN 62/259,522, filed November 24, 2015  
US Utility – USSN 14/963,230, filed December 8, 2015, published as US2016/0171686

- International – PCT/US2015/064575, filed December 8, 2015, published as WO2016/094459
- 22. BL91 (BL00091X) – Lateral/Vertical Transistor Structures and Processes of Making and Using Same**  
US Prov. – USSN 62/089,085, filed December 8, 2014  
US Utility – USSN 14/961,215, filed December 7, 2015, published as US2016/0184821  
International – PCT/US2015/064286, filed December 7, 2015, published as WO2016/094308  
Taiwan – TW104140973, filed December 7, 2015
- 23. BL97 (BL00097X) – Systems for Operating Optically Actuated Electrokinetic Devices**  
US Prov. – USSN 62/089,834, filed December 10, 2014  
US Prov. – USSN 62/259,460, filed November 24, 2014  
US Utility – USSN 14/963,759, filed December 9, 2015, published as US20160193604  
International – PCT/US2015/064690, filed December 9, 2015, published as WO2016/094507  
Taiwan – TW104141451, filed December 9, 2015
- 24. BL99 (BL00099X) – Freezing and Archiving Cells on a Microfluidic Device**  
US Prov. – USSN 62/151,382, filed April 22, 2015  
US Utility – USSN 15/136,777, filed April 22, 2016  
International – PCT/US2016/029032, filed April 22, 2016
- 25. BL102 (BL00102X) – Methods of Producing Patient-Specific Anti-Cancer Therapeutics and Methods of Treatment Thereof**  
US Prov. – USSN 62/279,341, filed January 15, 2016
- 26. BL112 (BL00112X) – In-Situ Generated Microfluidic Isolation Structures, Compositions, and Methods Thereof**  
US Prov. – USSN 62/258,957, filed November 23, 2015
- 27. BL116 (BL00116X) – Culture Station for Microfluidic Device**  
US Prov. – USSN 62/178,960, filed April 22, 2015  
US Utility – USSN 15/135,252, filed April 21, 2016  
International – PCT/US2016/028661, filed April 21, 2016  
Taiwan – TW104141451, filed April 21, 2016
- 28. BL117 (BL00117X) – Well-Plate Incubator**  
US Prov. – USSN 62/235,863, filed October 1, 2015
- 29. BL118 (BL00118X) – Manipulation of Cell Nuclei in a Microfluidic Device**  
US Prov. – USSN 62/151,334, filed April 22, 2015  
US Utility – USSN 15/136,763, filed April 22, 2016  
International – PCT/US2016/029037, filed April 22, 2016
- 30. BL119 (BL00119X) – Microfluidic Reporter Cell Assay Methods and Kits Thereof**

- US Prov. – USSN 62/151,363, filed April 22, 2015  
US Utility – USSN 15/136,481, filed April 22, 2016
31. **BL120 (BL00120X) – Tumor Infiltrating Cells Engineered to Express a Pro-Inflammatory Polypeptide**  
US Prov. – USSN 67/274,059, filed December 31, 2015
  32. **BL122 (BL00122X) – Microfluidic Apparatus Having An Optimized Electrowetting Surface**  
US Prov. – USSN 62/246,605, filed October 27, 2015  
US Prov. – USSN 62/247,725, filed October 28, 2015
  33. **BL131 (BL00131X) – In-Situ Generated Microfluidic Assay Structures, Compositions, and Methods Thereof**  
US Prov. – USSN 62/264,665, filed December 7, 2015  
US Prov. – USSN 62/333,821, filed May 9, 2016
  34. **BL133 (BL00133X) – Light Sequencing for Di-Electrophoretic Conveyors**  
US Prov. – USSN 62/323,436, filed April 15, 2016
  35. **BL139 (BL00139X) – Optically Controlled Fluid Flow**  
US Prov. – USSN 62/273,104, filed December 30, 2015  
US Prov. – USSN 62/314,889, filed March 29, 2016
  36. **BL143 (BL00143X) – Methods, Systems and Devices for Transfection and Genome Editing**  
US Prov. – USSN 62/309,301, filed March 16, 2016  
US Prov. – USSN 62/351,846, filed June 17, 2016
  37. **BL155 (BL00155X) – Methods, Systems and Devices for In-Pen Assays**  
US Prov. – USSN 62/323,500, filed April 15, 2016  
US Prov. – USSN 62/364,568, filed July 20, 2016
  38. **BL162 (BL00162X) – Opto-Electronic Light Sequencing for Droplet Generation**  
US Prov. – USSN 62/273,172, filed December 30, 2015
  39. **BL164 (BL00164X) – Selection and Cloning of T Lymphocytes in a Microfluidic Device**  
US Prov. – USSN 62/309,454, filed March 17, 2016  
US Prov. – USSN 62/326,667, filed April 22, 2016
  40. **BL177 (BL00177X) – Nucleic Acid Stabilization Reagent, Kits, and Methods of Use Thereof**  
US Prov. – USSN 62/316,514, filed March 31, 2016
  41. **BL181 (BL00181X) – Optical Objectives Having a Conductive Surface Useful for Operating Electrokinetic Devices**  
US Prov. – USSN 62/323,792, filed April 17, 2016

- 42. BL186 (BL00186X) – Novel Siloxanes and Methods of Synthesis and Use Thereof**  
US Prov. – USSN 62/342,131, filed May 26, 2016  
US Prov. – USSN 62/345,603, filed June 3, 2016  
US Prov. – USSN 62/353,938, filed June 23, 2016
- 43. BL194 (BL00194X) – Sorting of T Lymphocytes in a Microfluidic Device**  
US Prov. – USSN 62/365,372, filed July 21, 2016

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between Berkeley Lights, Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

1. BERKELEY LIGHTS (word mark)  
USSN 86/586,975 – Prosecution ongoing
2. BERKELEYLIGHTS (word mark, no space)  
USSN 87/113,176 – Filed July 22, 2016, Awaiting examination
3. BERKELEY LIGHTS (new “b” logo)  
USSN 87/113,170 – Filed July 22, 2016, Awaiting examination
4. BERKELEY LIGHTS (original logo)  
USSN 86/587,007 – Published in the Official Gazette on March 29, 2016; Notice of Allowance issued May 24, 2016
5. BIOFOUNDRY (word mark)  
USSN 86/587,021 – Published in the Official Gazette on March 29, 2016; Notice of Allowance issued May 24, 2016
6. CELLFAB (word mark)  
USSN 86/590,693 – Published in the Official Gazette on March 15, 2016; Notice of Allowance issued May 10, 2016
7. LIGHTHOUSE (word mark)  
USSN 86/590,736 – Prosecution temporarily suspended
8. BEACON (word mark)  
USSN 87/121,134 – Filed July 29, 2016, Awaiting examination

**SCHEDULE C**

**To Plain English Intellectual Property Security Agreement  
Between Berkeley Lights, Inc., as You (Grantor)  
And TriplePoint Capital LLC, as Us (Grantee)**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

**COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
None			

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Title	Date Filed	V&A No.
None		