

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Principle Power, Inc.		12/14/2016	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	Attn: Commercial Loan Documentation, MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4155824	WINDFLOAT	
Registration Number:	4432803	WINDFLOAT	
CORRESPONDENCE DATA			
Fax Number:	3134968454		
<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:	3134967912		
Email:	berger@milleranfield.com		
Correspondent Name:	Kimberly A. Berger		
Address Line 1:	150 West Jefferson		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
NAME OF SUBMITTER:	Kimberly A. Berger		
SIGNATURE:	/Kimberly A. Berger/		
DATE SIGNED:	01/03/2017		
Total Attachments: 2			
source=Grant of Security InterestPrinciple Power#page1.tif			
source=Grant of Security InterestPrinciple Power#page2.tif			

CH \$65.00 4155824

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

For valuable consideration, **Principle Power, Inc.**, a Nevada corporation ("Debtor") grants to **Comerica Bank** ("Bank"), whose address is 39200 Six Mile Road, Livonia, Michigan 48152, Attention Commercial Loan Documentation, MC 7578, a security interest and all of Debtor's present and future right, title and interest in and to the following patents and trademarks registered with the United States Patent and Trademark Office

1 All rights, title and interest in and to all of the trademarks of Debtor, including without limitation the following (collectively the "Trademarks")

TRADEMARK	SERIAL/REG. NO.	OWNERSHIP OF RECORD
WINDFLOAT, Classes 7, 37, 42	4155824	Principle Power, Inc
WINDFLOAT, Class 40	4432803	Principle Power, Inc

2 All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use) in and to the following patents, patent applications and like protections including without limitation, improvements, divisions, continuations, renewals, re-issues, extension, including without limitation the following (collectively, the "Patents")

TITLE	APP/PATENT NO.	OWNERSHIP OF RECORD
Connection system for array cables of disconnectable offshore energy devices	14/924448	Principle Power, Inc
System and method for controlling offshore floating wind turbine platforms	14/283051	Principle Power, Inc
Floating wind turbine platform with ballast control and water entrapment plate systems	9,446,822	Principle Power, Inc
Floating wind turbine platform with ballast control and mooring system	9,139,266	Principle Power, Inc
Asymmetric mooring system for support of offshore wind turbines	8,692,401	Principle Power, Inc
Column-stabilized offshore platform with water-entrapment plates and asymmetric mooring system for support of offshore wind turbines	8,471,396	Principle Power, Inc

3 All Proceeds, products, rents and profits of or from and all of the foregoing Trademarks and Patents and, to the extent not otherwise included, all payments under insurance (whether or not the Bank is the loss payee), or any indemnity, warranty, damages or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing collateral For these purposes, the term "Proceeds" includes whatever is received or receivable when any collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary

Debtor has granted the security interest under this instrument pursuant to the terms of a Security Agreement dated as of December 14, 2016, as amended, restated, replaced and/or supplemented from time to time ("Security Agreement") made by Debtor for the purposes of security as provided in the Security Agreement. Debtor acknowledges and affirms that the rights, privileges and remedies of Bank with respect to the security interest in the collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

Executed and delivered as of December 14, 2016.

Principal Place of Business:

5901 Christie Ave., Suite 303
Emeryville, California 94608

Debtor

~~Principal Power, Inc.~~
Principal Power, LLC

By: _____

Name: _____

Title: _____

[Handwritten Signature]
JOAN MATELO
CEO

27936006.4\125055-01110