

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kinestral Technologies, Inc.		05/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GPB Debt Holdings II, LLC		
Street Address:	535 West 24th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87202922	HALIO	
Serial Number:	87518158	HALIO	
Serial Number:	87510323	HALIOBLK	
Serial Number:	87510336	HALIOLIFE	
Serial Number:	85880424	KINESTRAL	
CORRESPONDENCE DATA			
Fax Number:	6508152601		
<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:	650-815-2600		
Email:	svtmdocketing@sheppardmullin.com		
Correspondent Name:	Chelseaa Bush c/o Sheppard Mullin et al		
Address Line 1:	379 Lytton Avenue		
Address Line 4:	Palo Alto, CALIFORNIA 94301		
ATTORNEY DOCKET NUMBER:	54MA-272473		
NAME OF SUBMITTER:	Chelseaa Bush		
SIGNATURE:	/ChelseaaBush/		
DATE SIGNED:	06/07/2018		
Total Attachments: 14			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this “**IP Security Agreement**”), dated May 31, 2018 is made by and among Kinestral Technologies, Inc., a Delaware corporation and each subsidiary listed on the signature pages hereto (collectively, the “**Company**”), and GPB Debt Holdings II, LLC, a Delaware limited liability company (the “**Purchaser**”). All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, the Company and the Purchaser are parties to that certain Securities Purchase Agreement, dated the date hereof, pursuant to which the Company shall be required to sell, and the Purchaser shall purchase or have the right to purchase, the “**Note**” (as defined therein) issued pursuant thereto (as such Note may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms thereof, the “**Note**”);

WHEREAS, it is a condition precedent to the purchase of the Note under the Securities Purchase Agreement that the Company has executed and delivered that certain Security Agreement, dated the date hereof, made by the Company to the Purchaser (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Purchaser a security interest in, among other property, certain intellectual property of the Company, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement (the “**IP Security Agreement**”) for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities; and

WHEREAS, the Company has determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Company.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Purchaser to perform under the Securities Purchase Agreement, the Company agrees as follows

SECTION 1. Grant of Security. The Company hereby grants to the Purchaser a security interest in all of the Company’s right, title and interest in and to the following (the “**Collateral**”):

- (i) the Patents and Patent applications set forth in Schedule A hereto;
- (ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;
- (iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations, post-grant proceedings of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto;
- (v) any and all trade secrets, and any and all intellectual property rights in computer

software and computer software products now or hereafter existing, created, acquired or held;

(vi) any licenses or other rights to use any of the Copyrights, Patents, Trademarks, or trade secrets and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(vii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(viii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Company under this IP Security Agreement secures the payment of all Obligations of the Company now or hereafter existing under or in respect of the Note and the Transaction Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Company authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Company hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Purchaser with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

(ii) The Company hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under Section 5.4 of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Purchaser from bringing suit or taking other legal action against the Company in any other jurisdiction to collect on the Company's obligations or to enforce a judgment or other court ruling in favor of the

Purchaser.

(iii) WAIVER OF JURY TRIAL, ETC. THE COMPANY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) The Company irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

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IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KINESTRAL TECHNOLOGIES, INC.

By: Suk Bae Cha

Name: Suk-Bae Cha

Title: Chief Executive Officer

Address for Notices: 3955 Trust Way
Hayward, CA 94545

Attention: Ronald Krasnow

IN WITNESS WHEREOF, the Purchaser has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GPB DEBT HOLDINGS II, LLC

By:



Name: Dan. J. Gerhls

Title: *Under Angel*

Address for Notices:

535 West 24th Street
New York, NY 10011

Attention:

Evan Myriantopoulos

[Signature page to Intellectual Property Security Agreement]

Schedule A
Patents

Note: there are two patent applications that are jointly owned with AGC, for which we do not currently have any filing data.

Title	Priority Date	App. No.	Status
Electrochromic Multi-Layer Devices With Spatially Coordinated Switching	2/9/2012	13/370,268	US Pat. No. 8,717,658 (Expires 2/9/2032) Granted in Taiwan and S. Korea Also Pending In China, Europe,
Electrochromic Multi-Layer Devices With Spatially Coordinated Switching	2/9/2012	14/222,860	US Pat. No. 9,036,242 (Expires 2/9/2032) Continuation Of U.S. Pat. No. 8,717,658
Electrochromic Multi-Layer Devices With Spatially Coordinated Switching	2/9/2012	14/685,759	US Pat. No. 9,823,536 Continuation of US Pat. No. 9,036,242
Electrochromic Multi-Layer Devices With Composite Electrically Conductive Layers	8/7/2013	13/961,508	US Pat. No. 9,091,895 (Expires 8/7/2033)
Electrochromic Multi-Layer Devices With Composite Electrically Conductive Layers	8/7/2013	14/750,576	US Pat. No. 9,606,411 Continuation of US Pat. No. 9,091,895
Electrochromic Multi-Layer Devices With Composite Electrically Conductive Layers	8/7/2013	15/462,694	US2017-0192333
Electrochromic Multi-Layer Devices With Composite Current Modulating Structure	8/7/2013	13/961,669	US Pat. No. 9,091,868 (Expires 8/7/2033) Granted in Japan Pending in Europe
Electrochromic Multi-Layer Devices With Composite Current Modulating Structure	8/7/2013	14/750,480	9,606,410 Continuation of US Pat. No. 9,091,868
Electrochromic Multi-Layer Devices With Composite Current Modulating Structure	8/7/2013	15/460,018	US2017-0184938
Electrochromic Multilayer Devices With Current Modulating Structures	8/7/2013	13/961,718	9,507,233
Electrochromic Multilayer Devices With Current Modulating Structures	8/7/2013	15/362,677	US 2017-0235204
ELECTROCHROMIC MULTI-LAYER DEVICES WITH CHARGE SEQUESTRATION AND RELATED METHODS	01/12/2015	14/994,087	US Pat. No. 9,581,877 Nat'l Phase: EP and CN
ELECTROCHROMIC MULTI-LAYER DEVICES WITH CHARGE SEQUESTRATION AND RELATED METHODS	1/12/2015	15/424,591	US2017-0146882
Electrochromic Devices Having Optimized Visual Characteristics	4/20/16	15/492,739	Not Published
Electrochromic Devices with Patterned Electrically Conductive Layers ("Scribing" app)	5/6/16	15/588,522	Not Published
CHARGE SEQUESTRATION PROTOCOL FOR ELECTROCHROMIC DEVICES	12/13/16	15/841,097	Provisional Application

Flexible and Multilayer Electrochromic Devices	05/03/17	62/500,984	Provisional Application
Tiled EC Devices on Carrier Glass and Method of Making the Same	06/29/17	62/526,849	Provisional Application
Electrochromic Lithium Nickel Group 4 Mixed Metal Oxides	1/21/2013	14/160,285	US 9,207,514 (Expires 1/21/2033) Also Pending in Europe, Japan, and China
Electrochromic Lithium Nickel Group 4 Mixed Metal Oxides	1/21/2013	14/160,365	US 9,377,663
Electrochromic Lithium Nickel Group 4 Mixed Metal Oxides	1/21/2013	14/961,709	US 2016-0085127 Continuation of US Pat. No. 9,207,514
Electrochromic Lithium Nickel Group 5 Mixed Metal Oxides	1/21/2013	14/160,304	US 9,256,111 (Expires 1/21/2033) Granted in Japan Pending In Europe and China
Electrochromic Lithium Nickel Group 5 Mixed Metal Oxides	1/21/2013	14/160,394	US 9,341,910 (Expires 1/21/2033)
Electrochromic Lithium Nickel Group 5 Mixed Metal Oxides	1/21/2013	14/992,628	US 2016-0124282 A1
Electrochromic Lithium Nickel Group 6 Mixed Metal Oxides	3/15/2013	14/160,309	US 9,395,593
Electrochromic Lithium Nickel Group 6 Mixed Metal Oxides	3/15/2013	14/160,401	US 9,360,729
ELECTROCHROMIC MULTI-LAYER DEVICES WITH CROSS-LINKED ION CONDUCTING POLYMER	01/12/2015	14/994,090	US Pat. No. 9,720,299
ELECTROCHROMIC MULTI-LAYER DEVICES WITH CROSS-LINKED ION CONDUCTING POLYMER	1/12/2015	15/691,293	US 2017-0329196
Tungsten Oxide Nanostructure Thin Films for EC Devices	01/28/2015 and 11/3/2015	15/009,465	9,823,535 PCT/US16/60372
Tungsten Oxide Nanostructure Thin Films for EC Devices	01/28/2015 and 11/3/2015	15/818,566	Not yet available
ELECTROCHROMIC DEVICES WITH NANOSTRUCTURE THIN FILM ANODES	8/30/16 And 5/3/17	15/691,293	Not Published
THIN FILM LITHIUM TUNGSTEN OXIDES FOR ELECTROCHROMIC APPLICATIONS AND METHODS OF MAKING THE SAME ("sol-gel cathode" case)	12/16/16	15/845,973	Non-publication Request
EC Devices Nanostructure Thin Film Cathodes	05/03/17	62/500,982	Provisional Application
Process For Preparing Lithium Nickel Oxides	1/21/2013	14/160,319	US 2014/0205746

Process For Preparing Lithium Nickel Oxides	1/21/2013	14/160,383	US 2014/0205748
Laser Cutting Strengthened Glass	3/15/2013	14/212,841	US 9,481,598 Also Pending in Europe and Japan
Laser Cutting Strengthened Glass	3/15/2013	15/267,096	US 2017-0002601
WET-COATING OF THIN FILM LITHIUM NICKEL OXIDES FOR ELECTROCHROMIC APPLICATIONS	07/22/2014	14/806,543	US 2016/0026057 PCT/US15/041758
PROCESS FOR PREPARING MULTI-LAYER ELECTROCHROMIC STACKS	07/22/2014	14/806,545	US 2016/0026055 PCT /US15/041762
Laser Cutting of Electrochromic Motherglass Substrates	09/17/2014	14/857,767	Non-Publication Request
MANUFACTURING METHODS FOR A TRANSPARENT CONDUCTIVE OXIDE ON A FLEXIBLE SUBSTRATE	01/12/2015	14/994,094	US9,658,508
MULTI-ZONE HEATING OVEN WITH A PLURALITY OF HEATING ZONES HAVING INDIVIDUALLY CONTROLLED TEMPERATURE HUMIDITY	3/23/2016	15/078,880	Non-Publication Request
Kinestral Patents And Patent Application Filings			
DRIVER FOR ELECTROCHROMIC GLASS UNIT	01/12/2015	14/994,091	US 9,563,097 Nat'l Phase: EP, JP, CN
DRIVER FOR ELECTROCHROMIC GLASS UNIT	01/12/2015	15/406,576	US 2017-0192335
DISTRIBUTED DEVICE NETWORK-BASED CONTROL SYSTEM WITH DECOUPLED INTELLIGENCE FOR SMART WINDOWS	1/12/2015	14/821,371	US 9,470,947 Nat'l Phase: EP, JP, CN
INSTALL MODE AND CLOUD LEARNING FOR SMART WINDOWS	1/12/2015	14/821,366	US 2016-0203403 Nat'l Phase: EP, CN
Security Focused System for Smart Windows	1/12/2015	14/994,093	US 9,677,327
Security Focused System for Smart Windows	1/12/2015	15/620,686	Not Yet Assigned
Intelligent Light Control For Smart Windows Using Voice Control	1/12/2015	14/994,092	Non-Publication Request
Indicator of Change in EC Window State	08/07/2015	15/230,056	Non-Publication Request
EC Device Assemblies (Panel configurations for IGU or LGU)	08/07/2015	15/230,157	US 2018-0011383 Nat'l Phase: EP, JP, CN
DYNAMIC USER CONTROL SYSTEM FOR SMART DEVICES SUCH AS SMART WINDOWS	8/30/16	15/691,297	Not Published
Local Boost Power Supply for Electrochromic Devices	8/30/16	15/685,935	Not Published
DISTRIBUTED DEVICE NETWORK-BASED CONTROL SYSTEM WITH DECOUPLED INTELLIGENCE FOR	1/12/15	15/265,760	US 2017-0003567

SMART WINDOWS			
DRIVER IMPROVEMENTS: TWO RAIL DESIGN SOLUTION AND SAFETY CIRCUIT FOR ELECTROCHROMIC WINDOWS	11/23/16	15/820,891	Non-Publication Request
Smart Driver	11/23/16	15/820,881	Not yet assigned PCT/US17/63092
ELECTROCHROMIC PANEL TRANSMISSION LEVEL SYNCHRONIZATION	11/23/16	15/820,867	US not yet published PCT/US17/63087
Smart Window System Dynamic Tenancy - Easy Reconfiguration	11/23/16	15/820,884	Non-Publication Request

Schedule B
Trademarks

Country	Trademark	Status	Class	App. No.	File Date
Brazil	HALIO	Published	2	912582049	4/13/2017
Brazil	HALIO	Published	9	912582103	4/13/2017
Brazil	HALIO	Published	12	912584564	4/13/2017
Brazil	HALIO	Published	19	912584629	4/13/2017
Brazil	HALIO	Published	21	912584807	4/13/2017
Brazil	HALIO	Published	37	912584882	4/13/2017
Brazil	HALIO	Published	40	912,585,064	4/13/2017
Brazil	HALIO	Published	42	912,585,110	4/13/2017
Canada	HALIO	Pending	2, 9, 12, 19, 21, 37, 40, 42	1832241	4/11/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	2	24171698	5/17/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	9	24171697	5/17/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	12	24171696	5/17/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	19	24171695	5/17/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	21	24171694	5/17/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	37	24171693	5/17/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	40	24171692	5/17/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	42	24171691	5/17/2017
China	HALIO	Published	2	22925411	2/24/2017
China	HALIO	Published	9	22925412	2/24/2017
China	HALIO	Published	12	22925413	2/24/2017
China	HALIO	Published	19	22925414	2/24/2017
China	HALIO	Published	21	22925415	2/24/2017
China	HALIO	Pending	37	22925416	2/24/2017
China	HALIO	Published	40	22925417	2/24/2017
China	HALIO	Published	42	22925418	2/24/2017

China	HALIO (in Chinese Characters)	Published	2	24171682	5/17/2017
China	HALIO (in Chinese Characters)	Published	9	24171681	5/17/2017
China	HALIO (in Chinese Characters)	Published	12	24171680	5/17/2017
China	HALIO (in Chinese Characters)	Published	19	24171679	5/17/2017
China	HALIO (in Chinese Characters)	Published	21	24171678	5/17/2017
China	HALIO (in Chinese Characters)	Published	37	24171677	5/17/2017
China	HALIO (in Chinese Characters)	Published	40	24171676	5/17/2017
China	HALIO (in Chinese Characters)	Published	42	24171675	5/17/2017
China	HALIO (Stylized)	Published	2	25228337	7/10/2017
China	HALIO (Stylized)	Pending	6	25228338	7/10/2017
China	HALIO (Stylized)	Published	9	25228339	7/10/2017
China	HALIO (Stylized)	Published	12	25228340	7/10/2017
China	HALIO (Stylized)	Published	19	25228341	7/10/2017
China	HALIO (Stylized)	Published	21	25228342	7/10/2017
China	HALIO (Stylized)	Pending	37	25228343	7/10/2017
China	HALIO (Stylized)	Published	40	25228344	7/10/2017
China	HALIO (Stylized)	Published	42	25228345	7/10/2017
China	KINESTRAL	Pending	2	29312899	2/23/2018
China	KINESTRAL	Pending	6	29312897	2/23/2018
China	KINESTRAL	Pending	9	29312896	2/23/2018
China	KINESTRAL	Pending	12	29312895	2/23/2018
China	KINESTRAL	Pending	19	*	2/23/2018
China	KINESTRAL	Pending	21	29312893	2/23/2018
China	KINESTRAL	Pending	37	29312892	2/23/2018
China	KINESTRAL	Pending	40	29312891	2/23/2018
China	KINESTRAL	Pending	42	29312890	2/23/2018
China	KINESTRAL Opposition (Shanghai Shuwa Business Management Co., Ltd.)	Pending	9	22780871	2/9/2017
China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	2	24171690	5/17/2017
China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	9	24171689	5/17/2017
China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	12	24171688	5/17/2017
China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	19	24171687	5/17/2017

China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	21	24171686	5/17/2017
China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	37	24171685	5/17/2017
China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	40	24171684	5/17/2017
China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	42	24171683	5/17/2017
European Union	HALIO	Registered	2, 9, 12, 19, 21, 37, 40, 42	16357584	2/14/2017
European Union	HALIO (Stylized)	Pending	01, 2, 6, 9, 12, 19, 21, 37, 40, 42	16958969	7/7/2017
European Union	HALIOBLK	Pending	01, 2, 6, 9, 12, 19, 21, 37, 40, 42	16941064	7/3/2017
European Union	HALIOLIFE	Published	01, 2, 6, 9, 12, 19, 21, 37, 40, 42	16941007	7/3/2017
India	HALIO	Registered	2, 9, 12, 19, 21, 37, 40, 42	3525724	4/13/2017
Japan	HALIO	Pending	2, 9, 12, 19, 37, 40, 42	2017-35462	3/16/2017
Japan	HALIO (Stylized)	Pending	2, 6, 9, 12, 19, 21, 37, 40, 42	2017-92858	7/10/2017
Japan	HALIO in Katakana	Pending	2, 9, 12, 19, 37, 40, 42	2017-35463	3/16/2017
Korea, Republic of	HALIO	Pending	2, 9, 12, 19, 21, 37, 40, 42	40-2017-0047717	4/13/2017
Korea, Republic of	HALIO (Stylized)	Pending	2, 6, 9, 12, 19, 21, 37, 40, 42	40-2017-0091532	7/20/2017
Mexico	HALIO	Pending	2	1876867	4/10/2017
Mexico	HALIO	Registered	9	1876868	4/10/2017
Mexico	HALIO	Registered	12	1876869	4/10/2017
Mexico	HALIO	Registered	19	1876870	4/10/2017
Mexico	HALIO	Pending	21	1876871	4/10/2017
Mexico	HALIO	Registered	37	1876872	4/10/2017
Mexico	HALIO	Registered	40	Sep-38	4/10/2017
Mexico	HALIO	Registered	42	1876876	4/10/2017
Singapore	HALIO	Pending	2, 9, 12, 19, 21, 37, 40, 42	40201706406Y	4/12/2017
Taiwan	HALIO	Pending	2, 9, 12, 19, 21, 37, 40, 42	106021363	4/13/2017

Taiwan	HALIO (Stylized)	Pending	2, 6, 9, 12, 19, 21, 37, 40, 42	106044119	7/18/2017
United Kingdom	HALIO	Registered	2, 9, 12, 19, 21, 37, 40, 42	UK00003224239	4/11/2017
US	HALIO	Allowed	2, 6, 9, 12, 19, 21, 37, 40, 42	87/202,922	10/13/2016
US	HALIO (Stylized)	Allowed	2, 6, 9, 12, 19, 21, 37, 40, 42	87/518,158	7/6/2017
US	HALIOBLK	Allowed	2, 6, 9, 12, 19, 21, 37, 40, 42	87/510,323	6/29/2017
US	HALIOLIFE	Allowed	2, 6, 9, 12, 19, 21, 37, 40, 42	87/510,336	6/29/2017
US	KINESTRAL	Allowed	9, 12, 19, 21, 37	85/880,424	3/19/2013

Schedule C
Copyrights

None.