#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM508092

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kinestral Technologies, Inc.		01/31/2019	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	SK Holdings Co., Ltd.			
Street Address:	26, Jong-ro			
City:	Jongno-gu, Seoul			
State/Country: KOREA, REPUBLIC OF				
Entity Type:	Company: KOREA, REPUBLIC OF			

#### **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: 2026626291

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: (202) 662-6000

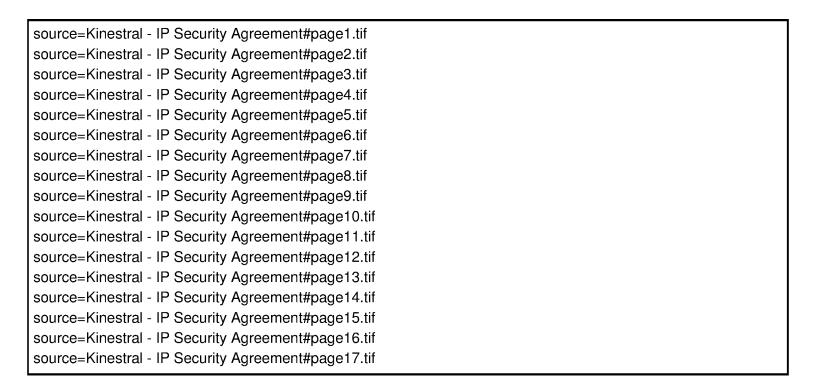
Email: jaugsburger@cov.com Covington & Burling LLP **Correspondent Name:** 

One CityCenter, 850 Tenth Street, NW Address Line 1:

Address Line 2: Attn: Patent Docketing Washington, D.C. 20001 Address Line 4:

ATTORNEY DOCKET NUMBER:	039225.00007
NAME OF SUBMITTER:	Jennifer Augsburger
SIGNATURE:	/jenn augsburger/
DATE SIGNED:	01/31/2019
	l

**Total Attachments: 17** 



#### 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 as of January 31, 2019 is made by Kinestral Technologies, Inc., a Delaware corporation (the "Company"), in favor of SK Holdings Co., Ltd. as purchaser under that certain Note Purchase Agreement (as defined below) (together with its successors and assigns, the "Secured Party"). 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 Secured Party are parties to that certain Note Purchase Agreement, dated the date hereof (as may be amended, modified, supplemented, renewed, restated or replaced from time to time, the "Note Purchase Agreement"), pursuant to which the Company shall be required to sell, and the Secured Party shall purchase or have the right to purchase, certain convertible senior secured notes issued pursuant thereto (as such notes may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms of the Note Purchase Agreement, the "Convertible Notes").

WHEREAS, it is a condition precedent to the purchase of the Convertible Notes under the Note Purchase Agreement that the Company has executed and delivered that certain Security Agreement, dated the date hereof, made by and among the Company, certain of the Company's subsidiaries party thereto from time to time, and the Secured Party (as may be 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 Secured Party a security interest in, among other property, certain intellectual property of the Company, and has agreed as a condition thereof to execute this 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 Secured Party to perform under the Note Purchase Agreement, the Company agrees as follows:

- SECTION 1. <u>Grant of Security</u>. The Company hereby grants to the Secured Party, for its benefit, 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 <u>Schedule B</u> 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 the Company, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in <u>Schedule C</u> 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. <u>Security for Obligations</u>. 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 Convertible Notes 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. <u>Recordation</u>. 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 Secured Party 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, and that the security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement.

### SECTION 6. Governing Law; Jurisdiction: Notice; Jury Trial.

- (i) All questions concerning the construction, validity, enforcement and interpretation of this IP Security 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) ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS IP SECURITY AGREEMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK OR IN THE

STATE AND FEDERAL COURTS SITTING IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE SECURED PARTY'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE STATE AND FEDERAL COURTS SITTING IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE COMPANY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. THE COMPANY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

- (iii) All notices, approvals, requests, demands and other communications hereunder shall be delivered or made in the manner set forth in, and shall be effective in accordance with the terms of, the Note Purchase Agreement. The Company and the Secured Party may change their respective notice addresses by written notice given to each other party five (5) days prior to the effectiveness of such change.
- (iv) <u>WAIVER OF JURY TRIAL, ETC</u>. 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 IP SECURITY AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.
- (v) 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.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed and delivered as of the day and year first above written.

## KINESTRAL TECHNOLOGIES, INC.

By: Suk-Bar Cha

Name: Suk-Bae Cha

Title: Chief Executive Officer

Address for Notices: 3955 Trust Way

Hayward, CA 94545

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed and delivered as of the day and year first above written.

SK HOLDINGS CO., LTD.

By

Name: Jae Hong Yi

Title: Executive Vice President

Address for Notices 26, Jong-ro

Jongno-gu, Scoul, South Korea 03188

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

# Schedule A Patents

Title	Kinestral Ref. No.	Priority Date	App. No.	Status	Relevance
11110	Kei-190-			giaius	1 Referance
		DE	VICE		
Electrochromic Multi- Layer Devices With Spatially Coordinated Switching	KNSTRL 1000	2/9/2012	13/370,268	US Pat. No. 8,717,658 Granted in EP, CN, TW, KR	Foundational Broadly Covers Concept
Electrochromic Multi- Layer Devices With Spatially Coordinated Switching	KNSTRL 1001	2/9/2012	14/222,860	US Pat. No. 9,036,242 (Expires 2/9/2032)	Foundational Broadly Covers Concept
Electrochromic Multi- Layer Devices With Spatially Coordinated Switching	KNSTRL 1002	2/9/2012	14/685,759	US Pat. No. 9,823,536	Foundational  Covers Product Implementation
Electrochromic Multi- Layer Devices With Spatially Coordinated Switching	KNSTRL 1003	2/9/2012	15/818,564	US 2018-0074380	Strategic
Electrochromic Multi- Layer Devices With Composite Electrically Conductive Layers	KNSTRL 1100	8/7/2013	13/961,508	US Pat. No. 9,091,895	Strategic
Electrochromic Multi- Layer Devices With Composite Electrically Conductive Layers	KNSTRL 1101	8/7/2013	14/750,576	US Pat. No. 9,606,411	Strategic
Electrochromic Multi- Layer Devices With Composite Electrically Conductive Layers	KNSTRL 1102	8/7/2013	15/462,694	US Pat. No. 10,001,689	Strategic
Electrochromic Multi- Layer Devices With Composite Electrically Conductive Layers	KNSTRL 1103	8/7/2013	16/011,412	Not yet assigned	Strategic
Electrochromic Multi- Layer Devices With Composite Current Modulating Structure	KNSTRL 1200	8/7/2013	13/961,669	US Pat. No. 9,091,868 Granted in Japan Pending in Europe	Strategic
Electrochromic Multi- Layer Devices With Composite Current Modulating Structure	KNSTRL 1201.CON	8/7/2013	14/750,480	US Pat. No. 9,606,410	Strategic
Electrochromic Multi- Layer Devices with Composite Current Modulating Structure	KNSTRL 1202.CON2	8/7/2013	15/460,018	US Pat. No. 10,078,252	Strategic

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	Kinestral	Priority			
Title	Ref. No.	Date	App. No.	Status	Relevance
Electrochromic Multi-	KNSTRL	Pate		Gearus	Strategic
Layer Devices with	1203.CON3				Strategic
Composite Current	1203.00113	8/7/2013	16/133,519	Not yet assigned	
Modulating Structure		0///2013	10/133,319	Not yet assigned	
Electrochromic	KNSTRL				Churchania
		0/7/2012	12/061 710	LIC D-4 NI-	Strategic
Multilayer Devices with	1300	8/7/2013	13/961,718	US Pat. No.	
Current Modulating				9,507,233	
Structures	TIN TOTTO	0.17.12.01.2	15/262677	TIO D. NI	
Electrochromic	KNSTRL	8/7/2013	15/362,677	US Pat. No.	Strategic
Multilayer Devices with	1300.C1			9,958,751	
Current Modulating					
Structures					
Electrochromic	1300.C2	8/7/2013	15/967,002	US2018-0252977	Strategic
Multilayer Devices with					
Current Modulating					
Structures					
ELECTROCHROMIC		01/12/2015	14/994,087	US Pat. No.	Foundational IP
MULTI-LAYER	14-7000			9,581,877	Covering
DEVICES WITH					Product
CHARGE				Nat'l Phase:	Implementation
SEQUESTRATION				EP and CN	Broad Coverage
AND RELATED					
METHODS					
ELECTROCHROMIC		1/12/2015	15/424,591	US Pat. No.	Strategic
MULTI-LAYER				10/007,163	
DEVICES WITH	14-7000.C1				
CHARGE					
SEQUESTRATION					
AND RELATED					
METHODS					
ELECTROCHROMIC		1/12/2015	16/017,901	US 2018-0307113	Strategic
MULTI-LAYER			,		
DEVICES WITH	14-7000.C2				
CHARGE					
SEQUESTRATION					
AND RELATED					
METHODS					
Electrochromic Devices	P0012	4/20/16	15/492,739	Non-publication	Strategic
Having Optimized		3, 2 0		Request	Covers Product
Visual Characteristics					Implementation
Electrochromic Devices	P0013	5/6/16	15/588,522	Non-publication	Strategic
with Patterned	1 0010	2,0,10	10,000,022	Request	Covers Product
Electrically Conductive				11044001	Implementation
Layers					
CHARGE	P0017	12/13/16	15/841,097	Non-publication	Strategic
SEQUESTRATION	1001/	12/13/10	13/071,09/	Request	Covers Product
PROTOCOL FOR				Request	Implementation
ELECTROCHROMIC					Implementation
DEVICES					
DEVICES					

Title	Kinestral Ref. No.	Priority Date	App. No.	Status	Relevance
Flexible and Multilayer Electrochromic Devices	P0024	05/03/17	15/970,676	US 2018-0364541 and PCT/US18/030986	Strategic Future Gen. Tech.
Tiled EC Devices on Carrier Glass and Method of Making the Same	P0026	06/29/17	16/024,460	US 2019-0004386 and PCT/US18/040458	Strategic Future Gen. Tech.
EC Devices with Patterned Electrically Conductive Layers Configured to Minimize Diffraction Effects	P0027	05/11/18	62/670,061	Provisional	Strategic Likely Implemented in Near Future Product
		MAT	ERIALS		
Electrochromic Lithium Nickel Group 4 Mixed Metal Oxides	KNSTRL 12-2004.1	1/21/2013	14/160,285	US 9,207,514 Granted in CN, JP and EP	Foundational Covers Product Implementation
Electrochromic Lithium Nickel Group 4 Mixed Metal Oxides	KNSTRL 12-2004.2	1/21/2013	14/160,365	US 9,377,663	Foundational Covers Product Implementation
Electrochromic Lithium Nickel Group 4 Mixed Metal Oxides	KNSTRL 12-2004.C1	1/21/2013	14/961,709	US 10,095,079	Strategic
Electrochromic Lithium Nickel Group 4 Mixed Metal Oxides	KNSTRL 12-2004.C2	1/21/2013	16/153,284	Not Yet Assigned	Strategic
Electrochromic Lithium Nickel Group 5 Mixed Metal Oxides	KNSTRL 12-2005.1	1/21/2013	14/160,304	US 9,256,111  Granted in JP, CN, and EP	Foundational Covers Product Implementation
Electrochromic Lithium Nickel Group 5 Mixed Metal Oxides	KNSTRL 12-2005.2	1/21/2013	14/160,394	US 9,341,910	Foundational Covers Product Implementation
Electrochromic Lithium Nickel Group 5 Mixed Metal Oxides	KNSTRL 12-2005.C1	1/21/2013	14/992,628	US 9,753,348	Strategic
Electrochromic Lithium Nickel Group 5 Mixed Metal Oxides	12-2005.C2	1/21/2013	15/675,192	US 2017-0363929	Strategic
Electrochromic Lithium Nickel Group 6 Mixed Metal Oxides	KNSTRL 12-2006.1	3/15/2013	14/160,309	US 9,395,593	Strategic
Electrochromic Lithium Nickel Group 6 Mixed Metal Oxides	KNSTRL 12-2006.2	3/15/2013	14/160,401	US 9,360,729	Strategic

Title	Kinestral Ref. No.	Priority Date	App. No.	Status	Relevance	
ELECTROCHROMIC MULTI-LAYER DEVICES WITH CROSS-LINKED ION CONDUCTING POLYMER	14-7200	01/12/2015	14/994,090	US 9,720,299	Strategic Covers Product Implementation	
ELECTROCHROMIC MULTI-LAYER DEVICES WITH CROSS-LINKED ION CONDUCTING POLYMER	14-7200.C1	1/12/2015	15/662,740	US 2017-0329196	Strategic Covers alternative product implementation	
Tungsten Oxide Nanostructure Thin Films for EC Devices	P0001	01/28/2015 and 11/3/2015	15/009,465	US 9,823,535 PCT/US16/60372	Strategic Future Generation Technology Broadly Covers Concept	
Tungsten Oxide Nanostructure Thin Films for EC Devices	P0001.C1	01/28/2015 and 11/3/2015	15/818,566	US 2018-0088430	Strategic Future Generation Technology Broadly Covers Concept	
ELECTROCHROMIC DEVICES WITH NANOSTRUCTURE THIN FILM ANODES	P0014	8/30/16 And 5/3/17	15/691,293	Non-publication Request	Strategic Future Generation Technology Broadly Covers Concept	
THIN FILM LITHIUM TUNGSTEN OXIDES FOR ELECTROCHROMIC APPLICATIONS AND METHODS OF MAKING THE SAME ("sol-gel cathode" case)	P0023	12/16/16	15/845,973	Non-publication Request	Strategic Covers Product Implementation	
EC Devices Nanostructure Thin Film Cathodes	P0025	05/03/17	15/970,652	Non-publication Request	Strategic Future Gen. Tech.	
PROCESS						
Process For Preparing Lithium Nickel Oxides	KNSTRL 12-2000.2	1/21/2013	14/160,383	US 2014/0205748	Foundational Broad Coverage Covers Product Implementation	

	Kinestral	Priority						
Title	Ref. No.	Date	App. No.	Status	Relevance			
Laser Cutting Strengthened Glass	KNSTRL 2000	3/15/2013	14/212,841	US 9,481,598 Granted in Europe Pending in Japan	Strategic Future Generation Technology			
Laser Cutting Strengthened Glass	KNSTRL 2000.C	3/15/2013	15/267,096	US 2017-0002601	Strategic Future Generation Product			
WET-COATING OF THIN FILM LITHIUM NICKEL OXIDES FOR ELECTROCHROMIC APPLICATIONS	KNSTRL 14-3000	07/22/2014	14/806,543	US 2016/0026057	Foundational Covers Product Implementation			
PROCESS FOR PREPARING MULTI- LAYER ELECTROCHROMIC STACKS	KNSTRL 14-4000	07/22/2014	14/806,545	US Pat. No. 10,061,177	Foundational Covers Product Implementation			
PROCESS FOR PREPARING MULTI- LAYER ELECTROCHROMIC STACKS	KNSTRL 14-4001	07/22/2014	16/113,317	Not yet Assigned	Foundational Covers Product Implementation			
Laser Cutting of Electrochromic Motherglass Substrates	P0009	09/17/2014	14/857,767	Non-Publication Request	Strategic Future Generation Technology			
Manufacturing Methods for a Transparent Conductive Oxide on a Flexible Substrate	14-1400	01/12/2015	14/994,094	US 9,658,508	Strategic Future Generation Technology			
Manufacturing Methods for a Transparent Conductive Oxide on a Flexible Substrate	14-1401.C	1/12/2015	15/601,972	Not yet Assigned	Strategic Future Generation Technology			
MULTI-ZONE HEATING OVEN WITH A PLURALITY OF HEATING ZONES HAVING INDIVIDUALLY CONTROLLED TEMPERATURE HUMIDITY	P0010	3/23/2016	15/078,880	Non-Publication Request	Strategic Covers Tool Used to make product			
	CONTROL SYSTEM AND PRODUCT							
DRIVER FOR ELECTROCHROMIC GLASS UNIT	14-8000	01/12/2015	14/994,091	US 9,563,097 Nat'l Phase: EP, JP, CN	Foundational Broadly Covers Concept Covers Product Implementation			

	Kinestral	Priority			
Title	Ref. No.	Date	App. No.	Status	Relevance
DRIVER FOR ELECTROCHROMIC GLASS UNIT	14-8000.C1	01/12/2015	15/406,576	US 2017-0192335	Foundational
DISTRIBUTED DEVICE NETWORK- BASED CONTROL SYSTEM WITH DECOUPLED INTELLIGENCE FOR SMART WINDOWS	P0003	1/12/2015	14/821,371	US 9,470,947 Nat'l Phase: EP, JP, CN	Foundational Broadly Covers Concept Covers Product Implementation
INSTALL MODE AND CLOUD LEARNING FOR SMART WINDOWS	P0004	1/12/2015	14/821,366	US 2016-0203403 Nat'l Phase: EP, CN	Foundational Covers Product Implementation
Security Focused System for Smart Windows	P0005	1/12/2015	14/994,093	US 9,677,327	Strategic Future Generation Technology Broadly Covers Concept
Security Focused System for Smart Windows	P0005.C1	1/12/2015	15/620,686	Not Yet Assigned	Strategic Future Generation Technology Broadly Covers Concept
Intelligent Light Control For Smart Windows Using Voice Control	P0006	1/12/2015	14/994,092	Non-Publication Request	Strategic Covers Product Implementation Broad Coverage
Indicator of Change in EC Window State	P0008	08/07/2015	15/230,056	Non-Publication Request	Strategic
EC Device Assemblies (Panel configurations for IGU or LGU)	P0007	08/07/2015	15/230,157	US 2018-0011383 Nat'l Phase: EP, JP, CN	Foundational Covers Product Implementations Broad Coverage
DYNAMIC USER CONTROL SYSTEM FOR SMART DEVICES SUCH AS SMART WINDOWS	P0015	8/30/16	15/691,297	US 2018-0059520	Foundational Covers Product Implementations
Local Boost Power Supply for Electrochromic Devices	P0016	8/30/16	15/685,935	US 2018-0059498 and PCT/US2017/048484	Foundational Covers Product Implementations
DISTRIBUTED DEVICE NETWORK- BASED CONTROL SYSTEM WITH DECOUPLED INTELLIGENCE FOR SMART WINDOWS	P0003.C	1/12/15	15/265,760	US 2017-0003567	Foundational Strategic

Title	Kinestral Ref. No.	Priority Date	App. No.	Status	Relevance
DRIVER	P0019	11/23/16	15/820,891	Non-Publication	Strategic
IMPROVEMENTS:	10015	11/25/10	13/020,071	Request	Covers Product
TWO RAIL DESIGN				Request	Implementations
SOLUTION AND					Implementations
SAFETY CIRCUIT					
FOR					
ELECTROCHROMIC					
WINDOWS					
Smart Driver	P0020	11/23/16	15/820,881	US 2018-0144162	Strategic
			,	PCT/US17/63092	Covers Product
					Implementations
ELECTROCHROMIC	P0021	11/23/16	15/820,867	US 2018-0143501	Strategic
PANEL				PCT/US17/63087	Covers Product
TRANSMISSION					Implementations
LEVEL					
SYNCHRONIZATION					
Smart Window System	P0022	11/23/16	15/820,884	Non-Publication	Strategic
Dynamic Tenancy -				Request	
Easy Reconfiguration					

# Schedule B Trademarks

Country	Trademark	Status	Class(es)	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

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Country	Trademark	Status	Class(es)	App. No.	File Date
China	HALIO (in Chinese	Published	9	24171681	5/17/2017
	Characters)				
China	HALIO (in Chinese	Published	12	24171680	5/17/2017
	Characters)				
China	HALIO (in Chinese	Published	19	24171679	5/17/2017
	Characters)				
China	HALIO (in Chinese	Published	21	24171678	5/17/2017
	Characters)				
China	HALIO (in Chinese	Published	37	24171677	5/17/2017
	Characters)				
China	HALIO (in Chinese	Published	40	24171676	5/17/2017
	Characters)				
China	HALIO (in Chinese	Published	42	24171675	5/17/2017
	Characters)				
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	Pending	9	22780871	2/9/2017
	Opposition (Shanghai				
	Shuwa Business				
	Management Co., Ltd.)				
China	SUPER, POWERFUL	Published	2	24171690	5/17/2017
	AND SUPERIOR (in				
	Chinese Characters)				
China	SUPER, POWERFUL	Published	9	24171689	5/17/2017
	AND SUPERIOR (in				
	Chinese Characters)				
China	SUPER, POWERFUL	Published	12	24171688	5/17/2017
	AND SUPERIOR (in				
	Chinese Characters)				
China	SUPER, POWERFUL	Published	19	24171687	5/17/2017
	AND SUPERIOR (in				
	Chinese Characters)				

Country	Trademark	Status	Class(es)	App. No.	File Date
China	SUPER, POWERFUL	Published	21	24171686	5/17/2017
	AND SUPERIOR (in				
	Chinese Characters)				
China	SUPER, POWERFUL	Published	37	24171685	5/17/2017
	AND SUPERIOR (in				
GI !	Chinese Characters)	D 11' 1 1	40	24151604	5/15/2015
China	SUPER, POWERFUL	Published	40	24171684	5/17/2017
	AND SUPERIOR (in				
Claire	Chinese Characters)	Destablished	42	24171692	5/17/2017
China	SUPER, POWERFUL	Published	42	24171683	5/1//2017
	AND SUPERIOR (in Chinese Characters)				
Europaon	HALIO	Registered	2, 9, 12, 19,	16357584	2/14/2017
European Union	HALIO	Registered	2, 9, 12, 19, 21, 37, 40, 42	1055/364	2/14/2017
European	HALIO (Stylized)	Pending	01, 2, 6, 9,	16958969	7/7/2017
Union	HALIO (Styllzed)	Fending	12, 19, 21,	10930909	////2017
Cilion			37, 40, 42		
European	HALIOBLK	Pending	01, 2, 6, 9,	16941064	7/3/2017
Union	Inteloper	Tending	12, 19, 21,	107+100+	7/3/2017
Cinon			37, 40, 42		
European	HALIOLIFE	Published	01, 2, 6, 9,	16941007	7/3/2017
Union			12, 19, 21,	10011007	7.0.2017
			37, 40, 42		
India	HALIO	Registered	2, 9, 12, 19,	3525724	4/13/2017
			21, 37, 40, 42		
Japan	HALIO	Pending	2, 9, 12, 19,	2017-35462	3/16/2017
•			37, 40, 42		
Japan	HALIO (Stylized)	Pending	2, 6, 9, 12,	2017-92858	7/10/2017
			19, 21, 37,		
			40, 42		
Japan	HALIO in Katakana	Pending	2, 9, 12, 19,	2017-35463	3/16/2017
			37, 40, 42		
Korea,	HALIO	Pending	2, 9, 12, 19,	40-2017-	4/13/2017
Republic			21, 37, 40, 42	0047717	
of					
Korea,	HALIO (Stylized)	Pending	2, 6, 9, 12,	40-2017-	7/20/2017
Republic			19, 21, 37,	0091532	
of	TIALIO	D 11	40, 42	107/0/7	4/10/2017
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,	40201706406Y	4/12/2017
			21, 37, 40, 42		

Country	Trademark	Status	Class(es)	App. No.	File Date
Taiwan	HALIO	Pending	2, 9, 12, 19,	106021363	4/13/2017
			21, 37, 40, 42		
Taiwan	HALIO (Stylized)	Pending	2, 6, 9, 12,	106044119	7/18/2017
			19, 21, 37,		
			40, 42		
United	HALIO	Registered	2, 9, 12, 19,	UK00003224239	4/11/2017
Kingdom			21, 37, 40, 42		
US	HALIO	Allowed	2, 6, 9, 12,	87/202,922	10/13/2016
			19, 21, 37,		
			40, 42		
US	HALIO (Stylized)	Allowed	2, 6, 9, 12,	87/518,158	7/6/2017
			19, 21, 37,		
			40, 42		
US	HALIOBLK	Allowed	2, 6, 9, 12,	87/510,323	6/29/2017
			19, 21, 37,		
			40, 42		
US	HALIOLIFE	Allowed	2, 6, 9, 12,	87/510,336	6/29/2017
			19, 21, 37,		
			40, 42		
US	KINESTRAL	Allowed	9, 12, 19, 21,	85/880,424	3/19/2013
			37		

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None.

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