

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520771

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TRIPLEPOINT CAPITAL LLC | | 05/23/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BERKELEY LIGHTS, INC. | | |
| Street Address: | 5858 HORTON STREET, SUITE 320 | | |
| City: | EMERYVILLE | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94608 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86586975 | BERKELEY LIGHTS | |
| Serial Number: | 87113176 | BERKELEYLIGHTS | |
| Serial Number: | 87113170 | B BERKELEY LIGHTS | |
| Serial Number: | 86587007 | | |
| Serial Number: | 86587021 | BIOFOUNDRY | |
| Serial Number: | 86590693 | CELLFAB | |
| Serial Number: | 86590736 | LIGHTHOUSE | |
| Serial Number: | 87121134 | BEACON | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| <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> | | | |
| Email: | IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM | | |
| Correspondent Name: | LATHAM & WATKINS LLP | | |
| Address Line 1: | 650 TOWN CENTER DRIVE, 20TH FL | | |
| Address Line 4: | COSTA MESA, CALIFORNIA 92626 | | |
| ATTORNEY DOCKET NUMBER: | 059156-0009 | | |
| NAME OF SUBMITTER: | KRISTIN J AZCONA | | |

OP \$215.00 86586975

| | |
|---|------------|
| SIGNATURE: | /KJA/ |
| DATE SIGNED: | 04/25/2019 |
| Total Attachments: 28 source=Berkeley Lights_Release of Security Interest#page1.tif source=Berkeley Lights_Release of Security Interest#page2.tif source=Berkeley Lights_Release of Security Interest#page3.tif source=Berkeley Lights_Release of Security Interest#page4.tif source=Berkeley Lights_Release of Security Interest#page5.tif source=Berkeley Lights_Release of Security Interest#page6.tif source=Berkeley Lights_Release of Security Interest#page7.tif source=Berkeley Lights_Release of Security Interest#page8.tif source=Berkeley Lights_Release of Security Interest#page9.tif source=Berkeley Lights_Release of Security Interest#page10.tif source=Berkeley Lights_Release of Security Interest#page11.tif source=Berkeley Lights_Release of Security Interest#page12.tif source=Berkeley Lights_Release of Security Interest#page13.tif source=Berkeley Lights_Release of Security Interest#page14.tif source=Berkeley Lights_Release of Security Interest#page15.tif source=Berkeley Lights_Release of Security Interest#page16.tif source=Berkeley Lights_Release of Security Interest#page17.tif source=Berkeley Lights_Release of Security Interest#page18.tif source=Berkeley Lights_Release of Security Interest#page19.tif source=Berkeley Lights_Release of Security Interest#page20.tif source=Berkeley Lights_Release of Security Interest#page21.tif source=Berkeley Lights_Release of Security Interest#page22.tif source=Berkeley Lights_Release of Security Interest#page23.tif source=Berkeley Lights_Release of Security Interest#page24.tif source=Berkeley Lights_Release of Security Interest#page25.tif source=Berkeley Lights_Release of Security Interest#page26.tif source=Berkeley Lights_Release of Security Interest#page27.tif source=Berkeley Lights_Release of Security Interest#page28.tif | |

RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of May 23, 2018 by TriplePoint Capital LLC ("Lender") in favor of Berkeley Lights, Inc., a Delaware corporation ("Company").

RECITAL

WHEREAS pursuant to the Plain English Intellectual Property Security Agreement dated as of August 24, 2016 (the "Security Agreement") attached hereto as Exhibit A, Company granted to Lender a security interest in the copyrights, patents and trademarks described therein, and set forth in the exhibits to the Security Agreement (collectively, the "Intellectual Property"). Lender recorded its security interest in the Intellectual Property with the US Patent and Trademark Office as set forth on Exhibits B hereto ("USPTO Filings").

WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

AGREEMENT

Now therefore, Lender agrees that it terminates and releases its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

LENDER:

TRIPLEPOINT CAPITAL LLC

By: 

Name: Kevin W. Thorne

Title: SVP Compliance & Legal Administration

2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
T: (650) 233-2107

EXHIBIT A
(Security Agreement)



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:

1. GRANT OF SECURITY INTEREST

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.

2. LOAN AGREEMENT

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.

3. OUR RIGHT TO SUE

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.

4. FURTHER ASSURANCES

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.

5. MODIFICATION

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.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

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.

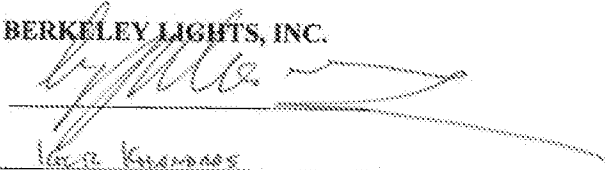
7. GOVERNING LAW; COUNTERPARTS

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 | | |

EXHIBIT B
(USPTO Filings)