

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543849

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Collateral Assignment and Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Airstrip IP Holdings, LLC		10/02/2019	Limited Liability Company:

## RECEIVING PARTY DATA

<b>Name:</b>	Nantworks, LLC, as Agent
<b>Street Address:</b>	9920 Jefferson Boulevard
<b>City:</b>	Culver City
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90232
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4433551	AIRSTRIP
Registration Number:	5386886	AIRSTRIP
Registration Number:	4433550	AIRSTRIP
Registration Number:	4433549	AIRSTRIP
Registration Number:	4518486	AIRSTRIP
Registration Number:	4433548	AIRSTRIP
Registration Number:	5386888	AIRSTRIP
Registration Number:	4433758	AIRSTRIP ONE
Registration Number:	5386887	AIRSTRIP ONE
Registration Number:	4433757	AIRSTRIP ONE
Registration Number:	4433756	AIRSTRIP ONE
Registration Number:	4522783	AIRSTRIP ONE
Registration Number:	4433755	AIRSTRIP ONE
Registration Number:	5386889	AIRSTRIP ONE
Registration Number:	5329917	AIRSTRIP ONE
Registration Number:	5335621	AIRSTRIP ONE
Registration Number:	4676285	AIRSTRIP ONE
Registration Number:	4773490	AIRSTRIP ONE
Registration Number:	4773491	AIRSTRIP ONE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4070263	
Registration Number:	4654014	HEALTHCARE TRANSFORMATION IS IN THE AIR
Registration Number:	4657374	HEALTHCARE TRANSFORMATION IS IN THE AIR
Registration Number:	4657376	HEALTHCARE TRANSFORMATION IS IN THE AIR
Registration Number:	4654015	HEALTHCARE TRANSFORMATION IS IN THE AIR
Registration Number:	4960624	ONE
Registration Number:	5401819	ONE
Registration Number:	5380812	ONE
Registration Number:	5443468	ONE
Registration Number:	5380813	ONE

**CORRESPONDENCE DATA**

**Fax Number:** 4159472099

*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:** 4159472000

**Email:** qluflood@wsgr.com

**Correspondent Name:** WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL

**Address Line 1:** ONE MARKET, SPEAR TOWER, SUITE 3300

**Address Line 4:** SAN FRANCISCO, CALIFORNIA 94105

<b>NAME OF SUBMITTER:</b>	Qui Lu Flood
<b>SIGNATURE:</b>	/Qui Lu Flood/
<b>DATE SIGNED:</b>	10/03/2019

**Total Attachments: 20**

- source=Amended and Restated Trademark Collateral Assignment and Security Agreement#page1.tif
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**AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of October 2, 2019, between AIRSTRIP IP HOLDINGS, LLC, a Texas limited liability company (“*Assignor*”), and NANTWORKS, LLC, a Delaware limited liability company, as Agent for certain Lenders as defined in the Loan and Security Agreement (as such terms are hereinafter defined) (together with its successors and assigns, “*Agent*”).

WHEREAS, Assignor and Agent have entered into that certain Trademark Collateral Assignment and Security Agreement dated as of April 28, 2017 (as amended and in effect immediately prior to the date hereof, the “*Existing Trademark Agreement*”);

WHEREAS, the Assignor is the owner of the Trademarks (as defined in the Loan and Security Agreement referenced herein) including those listed on Schedule A hereto;

WHEREAS, Assignor, Agent, certain other Borrowers and certain other Lenders are party to that certain Amended and Restated Loan and Security Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the “*Loan and Security Agreement*”);

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Assignor under the Loan and Security Agreement that the Assignor execute and deliver to Agent this Trademark Agreement (as defined below);

WHEREAS, the Assignor has granted to Secured Parties (as defined below) a security interest in certain of the Assignor’s personal property and fixture assets, including without limitation the Trademarks (as defined in the Loan and Security Agreement) including those listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Loan and Security Agreement);

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Loan and Security Agreement and other Loan Documents; and

WHEREAS, it is the intention of each of the parties hereto that (a) this Trademark Agreement (including all Schedules attached hereto) amend, restate and replace in its entirety the Existing Trademark Agreement (including all Schedules attached thereto), (b) all Liens and security interests created under the Existing Trademark Agreement will be continued, amended and restated as provided herein and will not be novated, cancelled or discharged, and (c) Assignor has agreed to secure all of its Obligations by reaffirming its grant to the Agent, for the benefit of the Lenders, of a Lien on the Trademark Collateral.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend and restate the Existing Trademark Agreement to read in its entirety as provided herein:

**1. Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan and Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement:

***Proceeds.*** Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

***PTO.*** The United States Patent and Trademark Office.

***Trademark Agreement.*** This Trademark Collateral Assignment and Security Agreement, as amended and in effect from time to time.

***Trademark Collateral.*** All of the Assignor's right, title and interest in and to all of the Trademarks (as defined in the Loan and Security Agreement), including those listed on Schedule A attached hereto, the Trademark Rights and Proceeds therein.

***Trademark Rights.*** Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign Trademark law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Trademarks, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals of Trademarks, including those listed on Schedule A.

***Secured Parties.*** Collectively, the Lenders, the Agent and any other holder from time to time of the Obligations or any part thereof.

**2. Grant of Security Interest.** To secure the payment and performance in full of all of the Obligations, the Assignor hereby reaffirms, grants and collaterally assigns to the Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE

SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

**3. Acknowledgement of Loan and Security Agreement.** This Trademark Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Secured Parties, in connection with the Loan and Security Agreement and is expressly subject to the terms and conditions thereof. The Loan and Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Agreement and the terms of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

**4. No Novation.** Nothing contained herein shall in any way impair the Existing Trademark Agreement and the other Loan Documents (hereinafter, as such term is defined in the Loan and Security Agreement) now held for the Obligations, nor affect or impair any rights, powers, or remedies under the Existing Trademark Agreement or any Loan Document, it being the intent of the parties hereto that this Agreement shall not constitute a novation of the Existing Trademark Agreement or an accord and satisfaction of the Obligations. Except as expressly provided for in this Agreement, Assignor hereby ratifies and reaffirms the Loan Documents, which shall remain in full force and effect. Assignor hereby ratifies and reaffirms the validity and enforceability of all of the liens and security interests heretofore granted in favor of the Agent pursuant to the Loan Documents, as collateral security for the Obligations, and acknowledges that all of such liens and security interests, and all Trademark Collateral heretofore pledged as security for the Obligations, in favor of the Agent continues to be and remains in full force and effect as Trademark Collateral for the Obligations from and after the date hereof.

**5. Termination.** On the Termination Date, this Trademark Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Loan and Security Agreement.

[signatures on next page]

SIGNATURE PAGE TO AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

“ASSIGNOR”

AIRSTRIP IP HOLDINGS, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: Alan Portela  
Title: Chief Executive Officer

"AGENT"

NANTWORKS, L.L.C.,  
a Delaware limited liability company

By: *CK*  
Name: *Charles Kim*  
Title: *General Counsel*



**SCHEDULE A**

**Trademarks and Trademark Applications**

<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
AIRHEALTH	Brazil	910194408	10/28/2015	12/19/2017	910194408
AIRHEALTH	Brazil	910194432	10/28/2015	12/19/2017	910194432
AIRSTRIP	Australia	1535572	1/14/2013	3/31/2014	1535572
AIRSTRIP	Botswana	BWM20150370	5/8/2015	7/28/2016	BWM20150070
AIRSTRIP	Brazil	908530943	10/31/2014	-	-

SCHEDULE A

**TRADEMARK  
REEL: 006763 FRAME: 0665**

<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
AIRSTRIP	Brazil	908531001	10/31/2014	-	-
AIRSTRIP	Canada	1700436	10/30/2014	8/8/2019	TMA1047912
AIRSTRIP	Canada	1609846	1/15/2013	1/15/2016	TMA926127
AIRSTRIP	China	12075585	1/21/2013	7/14/2014	12075585
AIRSTRIP	European Union	011491057	1/16/2013	6/13/2013	011491057
AIRSTRIP	European Union	013426218	11/3/2014	3/26/2015	013426218

SCHEDULE A

**TRADEMARK**  
**REEL: 006763 FRAME: 0666**

<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
AIRSTRIP	Ghana	9102015	5/11/2015	-	-
AIRSTRIP	Hong Kong	302495601	1/15/2013	1/15/2013	302495601
AIRSTRIP	India	2459973	1/14/2013	1/14/2013	2459973
AIRSTRIP	Israel	274758	5/18/2015	12/4/2016	274758
AIRSTRIP	Japan	2013002183	1/17/2013	8/16/2013	5608229
AIRSTRIP	Kenya	87358	5/8/2015	1/8/2016	87358

SCHEDULE A

**TRADEMARK**  
**REEL: 006763 FRAME: 0667**

<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
AIRSTRIP	Mauritius	MUM201520654	5/14/2015	9/28/2015	186132015
AIRSTRIP	Mexico	1340029	1/16/2013	4/9/2013	1360015
AIRSTRIP	Namibia	NAT2015778	5/21/2015	-	-
AIRSTRIP	New Zealand	971448	1/14/2013	7/19/2012	971448
AIRSTRIP	Nigeria	FTMO201561350	6/16/2015	-	-
AIRSTRIP	Norway	201506048	5/18/2015	10/29/2015	284203

SCHEDULE A

**TRADEMARK**  
**REEL: 006763 FRAME: 0668**

<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
AIRSTRIP	Russian Federation	2015714379	5/15/2015	9/22/2016	587904
AIRSTRIP	Rwanda	RWT2015333	6/10/2015	9/26/2018	RWT2015333
AIRSTRIP	Saudi Arabia	191056	1/19/2013	9/11/2014	143403085
AIRSTRIP	Singapore	T1300873E	1/16/2013	1/16/2013	T1300873E
AIRSTRIP	South Africa	201511712	5/6/2015	8/21/2018	201511712
AIRSTRIP	Switzerland	558432015	5/18/2015	11/13/2015	680388

SCHEDULE A

**TRADEMARK**  
**REEL: 006763 FRAME: 0669**

<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
AIRSTRIP	Tanzania	2015857	5/19/2015	6/16/2017	TZT2015857
AIRSTRIP	Tanzania	201500375	5/22/2015	11/4/2015	ZNT2015375
AIRSTRIP	Turkey	201549720	6/10/2015	3/4/2016	201549720
AIRSTRIP	Uganda	201552761	5/18/2015	4/6/2016	52761
AIRSTRIP	United Arab Emirates	185328	1/20/2013	6/9/2015	185328
AIRSTRIP	United Kingdom	2648918	1/18/2013	4/26/2013	UK00002648918

SCHEDULE A

**TRADEMARK**  
**REEL: 006763 FRAME: 0670**

<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
AIRSTRIP	United States	85/681,514	7/19/2012	11/12/2013	4,433,551
AIRSTRIP	United States	86/273,544	5/6/2014	1/23/2018	5,386,886
AIRSTRIP	United States	85/681,507	7/19/2012	11/12/2013	4,433,550
AIRSTRIP	United States	85/681,505	7/19/2012	11/12/2013	4,433,549
AIRSTRIP	United States	85/681,511	7/19/2012	4/22/2014	4,518,486
AIRSTRIP	United States	85/681,501	7/19/2012	11/12/2013	4,433,548

SCHEDULE A

**TRADEMARK**  
**REEL: 006763 FRAME: 0671**

<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
AIRSTRIP	United States	86/273,551	5/6/2014	1/23/2018	5,386,888
AIRSTRIP ONE	Australia	1551344	4/12/2013	1551344	7/24/2013
AIRSTRIP ONE	Brazil	908531060	10/31/2014	-	-
AIRSTRIP ONE	Brazil	908531117	10/31/2014	-	-
AIRSTRIP ONE	Canada	1700437	10/30/2014	8/6/2019	TMAI047170
AIRSTRIP ONE	China	IR1412745	4/24/2018	-	-

SCHEDULE A

**TRADEMARK**  
**REEL: 006763 FRAME: 0672**



<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
AIRSTRIP ONE	China	IR1410330	4/24/2018	4/24/2018	IR1410330
AIRSTRIP ONE	China	IR1410215	4/24/2018	4/24/2018	IR1410215
AIRSTRIP ONE	China	IR1410358	4/24/2018	4/24/2018	IR1410358
AIRSTRIP ONE	European Union	011748159	4/17/2013	8/29/2013	011748159
AIRSTRIP ONE	European Union	013426234	11/3/2014	013426234	3/26/2015
AIRSTRIP ONE	Japan	IR1412745	4/24/2018	-	-

SCHEDULE A

**TRADEMARK**  
**REEL: 006763 FRAME: 0673**

<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
AIRSTRIP ONE	Japan	IR1410330	4/24/2018	-	-
AIRSTRIP ONE	Japan	IR1410215	4/24/2018	-	-
AIRSTRIP ONE	Japan	IR1410358	4/24/2018	-	-
AIRSTRIP ONE	Mexico	1364886	4/12/2013	7/19/2013	1383981
AIRSTRIP ONE	United Kingdom	3001749	4/12/2013	7/26/2013	UK00003001749
AIRSTRIP ONE	United States	85/753,316	10/12/2012	11/12/2013	4,433,758

SCHEDULE A

**TRADEMARK**  
**REEL: 006763 FRAME: 0674**

<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
AIRSTRIP ONE	United States	86/273,550	5/6/2014	1/23/2018	5,386,887
AIRSTRIP ONE	United States	85/753,310	10/12/2012	11/12/2013	4,433,757
AIRSTRIP ONE	United States	85/753,307	10/12/2012	11/12/2013	4,433,756
AIRSTRIP ONE	United States	85/753,312	10/12/2012	4/29/2014	4,522,783
AIRSTRIP ONE	United States	85/753,306	10/12/2012	11/12/2013	4,433,755
AIRSTRIP ONE	United States	86/273,553	5/6/2014	1/23/2018	5,386,889

SCHEDULE A

**TRADEMARK**  
**REEL: 006763 FRAME: 0675**

<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
AIRSTRIP ONE	WIPO	IR1412745	4/24/2018	4/24/2018	IR1412745
AIRSTRIP ONE	WIPO	IR1410330	4/24/2018	4/24/2018	IR1410330
AIRSTRIP ONE	WIPO	IR1410215	4/24/2018	4/24/2018	IR1410215
AIRSTRIP ONE	WIPO	IR1410358	4/24/2018	4/24/2018	IR1410358
AIRSTRIP ONE	United States	86/073,047	9/24/2013	11/7/2017	5,329,917
AIRSTRIP ONE	United States	86/073,057	9/24/2013	11/14/2017	5,335,621

SCHEDULE A

**TRADEMARK**  
**REEL: 006763 FRAME: 0676**

<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
AIRSTRIP ONE	United States	86/073,042	9/24/2013	1/20/2015	4,676,285
AIRSTRIP ONE	United States	86/073,050	9/24/2013	7/14/2015	4,773,490
AIRSTRIP ONE	United States	86/073,051	9/24/2013	7/14/2015	4,773,491
BLUE BALL	United States	85/304,776	4/26/2011	12/13/2011	4,070,263
HEALTHCARE TRANSFORMATION IS IN THE AIR	United States	86/073,073	9/24/2013	12/9/2014	4,654,014
HEALTHCARE TRANSFORMATION IS IN THE AIR	United States	86/073,071	9/24/2013	12/16/2014	4,657,374

SCHEDULE A

**TRADEMARK**  
**REEL: 006763 FRAME: 0677**

<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
HEALTHCARE TRANSFORMATION IS IN THE AIR	United States	86/073,081	9/24/2013	12/16/2014	4,657,376
HEALTHCARE TRANSFORMATION IS IN THE AIR	United States	86/073,084	9/24/2013	12/9/2014	4,654,015
ONE	United States	86/073,001	9/24/2013	5/17/2016	4,960,624
ONE	United States	86/073,009	9/24/2013	2/13/2018	5,401,819
ONE	United States	86/073,003	9/24/2013	1/16/2018	5,380,812
ONE	United States	86/073,014	9/24/2013	4/10/2018	5,443,468

SCHEDULE A

**TRADEMARK**  
**REEL: 006763 FRAME: 0678**

<i>MARK</i>	<i>COUNTRY</i>	<i>SERIAL NO</i>	<i>FILING DATE</i>	<i>REG DATE</i>	<i>REG NO</i>
ONE	United States	86/073,017	9/24/2013	1/16/2018	5,380,813

SCHEDULE A