

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518323

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
X DEVELOPMENT LLC		02/28/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Makani Technologies LLC		
Street Address:	2175 Monarch St		
City:	Alameda		
State/Country:	CALIFORNIA		
Postal Code:	94501		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86254728	MAKANI	
Serial Number:	86260516	MAKANI	
CORRESPONDENCE DATA			
Fax Number:	2026546211		
<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:	2026546241		
Email:	EuniceLee@perkinscoie.com		
Correspondent Name:	Lindsay B. Allen		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	125818.4014.US01		
NAME OF SUBMITTER:	Lindsay B. Allen		
SIGNATURE:	/Lindsay B. Allen/		
DATE SIGNED:	04/10/2019		
Total Attachments: 12			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 31 day of December, 2018, by and between X Development LLC, a Delaware limited liability company, having a place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 USA (hereinafter "Assignor"), and Makani Technologies LLC, a Delaware limited liability company, having a place of business at 2175 Monarch St, Alameda, CA 94501 USA (hereinafter "Assignee").

WHEREAS, Assignor is the owner of record of the trademarks set forth in Schedule A attached hereto and incorporated herewith, and all other rights appurtenant, including, but not limited to, common law rights, title and interest, trade name rights and the right to recover for past infringement, throughout the world, in and to said trademarks (hereinafter collectively referred to as the "Trademarks") and any and all applications and registrations for the Trademarks, also set forth in Schedule A (hereinafter collectively referenced to as the "Applications/Registrations");

WHEREAS, Assignor wishes to assign, grant and deliver exclusively unto Assignee all of its rights, title and interest of every kind and nature whatsoever in and to the Trademarks and Applications/Registrations, together with the goodwill relating thereto, and all rights of action and claims for past infringement thereof;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Trademarks and Applications/Registrations; and

WHEREAS, to the extent that any of the Trademarks are currently the subject of pending applications based on Assignor's bona fide intent to use the Trademarks in commerce, it is Assignor's intention herein that Assignee is and/or will become the successor to that portion of the Assignor's ongoing and existing business to which such pending applications pertain;

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks and Applications/Registrations, together with (i) the goodwill symbolized by said Trademarks and Applications/Registrations, (ii) all income, royalties, damages and payments in respect of the Trademarks and Applications/Registrations, and (iii) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks and Applications/Registrations.

Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

[Signature Page to Follow]

X DEVELOPMENT LLC

By:  _____

Name: Jeffery Scott Heilesen

Title: Head of Intellectual Property

Date: February 27, 2019

Executed at: *Mountain View, California*

MAKANI TECHNOLOGIES LLC

By:  _____

Name: *NEAL RICKNER*

Title: *COO*

Date: February *28* 2019

Executed at:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On Feb 28, 2019 before me, Scott Crowell, Notary Public
(insert name and title of the officer)

personally appeared Neal Elliott Rickner
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

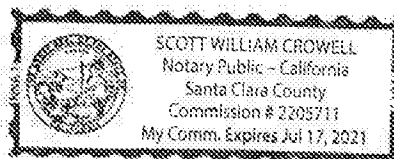
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



TRADEMARK

REEL: 006613 FRAME: 0975



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On Feb 27, 2019 before me, Scott Crowell, Notary Public
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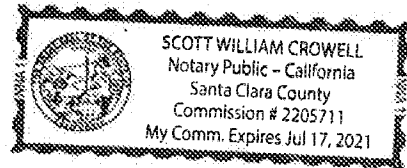
personally appeared Jeffrey Scott Heleson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)











Schedule A

Country	Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date
AUSTRALIA	MAKANI	WO1259245	10/8/2014	WO1259245	11/11/2015
	MAKANI Logo 				
AUSTRALIA		WO1247368	10/8/2014	WO1247368	8/19/2015
BRAZIL	MAKANI	908437790	10/14/2014	908437790	6/5/2018
BRAZIL	MAKANI	908437803	10/14/2014	908437803	3/28/2017
BRAZIL	MAKANI	908437820	10/14/2014	908437820	3/21/2017
	MAKANI Logo 				
BRAZIL		908437838	10/14/2014	908437838	6/5/2018
	MAKANI Logo 				
BRAZIL		908437854	10/14/2014	908437854	3/28/2017
	MAKANI Logo 				
BRAZIL		908437870	10/14/2014	908437870	3/21/2017
CANADA	MAKANI	1,697,297	10/8/2014		
	MAKANI Logo 				
CANADA		1,697,298	10/8/2014		

CHILE	MAKANI	1.127.362	10/8/2014	1.173.097	7/22/2015
	MAKANI Logo 				
CHILE		1.127.364	10/14/2014	1.173.098	7/22/2015
CHINA	MAKANI	WO1259245	10/8/2014	WO1259245	9/1/2016
	MAKANI Logo 				
CHINA		WO1247368	10/8/2014	WO1247368	3/4/2017
EUROPEAN UNION (EUTM & RCD)	MAKANI	WO1259245	10/8/2014	WO1259245	6/7/2016
	MAKANI Logo 				
EUROPEAN UNION (EUTM & RCD)		WO1247368	10/8/2014	WO1247368	3/24/2016
INDIA	MAKANI	WO1259245	10/8/2014	WO1259245	1/6/2017
	MAKANI Logo 				
INDIA		WO1247368	10/8/2014	WO1247368	10/6/2017
JAPAN	MAKANI	WO1259245	10/8/2014	WO1259245	3/18/2016
	MAKANI Logo 				
JAPAN		WO1247368	10/8/2014	WO1247368	11/27/2015
MONGOLIA	MAKANI	WO1259245	10/8/2014	WO1259245	2/8/2016

	MAKANI Logo 				
MONGOLIA		WO1247368	10/8/2014	WO1247368	2/8/2016
NEW ZEALAND	MAKANI	1006535	10/9/2014	1006535	4/10/2015
	MAKANI Logo 				
NEW ZEALAND		1006536	10/9/2014	1006536	4/10/2015
RUSSIA	MAKANI	WO1259245	10/8/2014	WO1259245	6/7/2016
	MAKANI Logo 				
RUSSIA		WO1247368	10/8/2014	WO1247368	4/26/2016
SOUTH AFRICA	MAKANI	2014/27568	10/9/2014	2014/27568	6/7/2017
SOUTH AFRICA	MAKANI	2014/27552	10/9/2014	2014/27552	5/9/2017
SOUTH AFRICA	MAKANI	2014/27557	10/9/2014	2014/27557	5/9/2017
	MAKANI Logo 				
SOUTH AFRICA		2014/27546	10/9/2014		
	MAKANI Logo 				
SOUTH AFRICA		2014/27556	10/9/2014		

	MAKANI Logo				
					
SOUTH AFRICA		2014/27558	10/9/2014		
SOUTH KOREA	MAKANI	WO1259245	10/8/2014	WO1259245	7/1/2016
	MAKANI Logo				
					
SOUTH KOREA		WO1247368	10/8/2014	WO1247368	4/22/2016
TAIWAN	MAKANI	103058663	10/9/2014	1719105	7/16/2015
	MAKANI Logo				
					
TAIWAN		103058662	10/9/2014	1719104	7/16/2015
TURKEY	MAKANI	WO1259245	10/8/2014	WO1259245	7/10/2016
	MAKANI Logo				
					
TURKEY		WO1247368	10/8/2014	WO1247368	6/10/2016
UNITED ARAB EMR	MAKANI	219496	10/13/2014	219496	1/15/2015
UNITED ARAB EMR	MAKANI	219497	10/13/2014	219497	1/15/2015
UNITED ARAB EMR	MAKANI	219498	10/13/2014	219498	1/15/2015
UNITED STATES	MAKANI	86254728	4/17/2014	5551026	8/28/2018
	MAKANI Logo				
					
UNITED STATES		86260516	4/23/2014	5561290	9/11/2018
WIPO	MAKANI	WO1259245	10/8/2014	WO1259245	10/8/2014

	MAKANI Logo  MAKANI				
WIPO		WO1247368	10/8/2014	WO1247368	10/8/2014

