

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Assignee's Interest
CONVEYING PARTY DATA	
Name	Execution Date
Google Endeavor LLC	05/11/2012
RECEIVING PARTY DATA	
Name:	Google Ventures 2012, L.P.
Street Address:	1600 Amphitheatre Parkway
Internal Address:	Attn: Bill Maris
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 18	
Property Type	Number
Patent Number:	7516605
Application Number:	11890313
PCT Number:	US0808781
Application Number:	11901262
PCT Number:	US0808791
Application Number:	11903521
Application Number:	12154668
Application Number:	12380310
Application Number:	12218984
Application Number:	12154685
PCT Number:	US0903179
Application Number:	61123081
Application Number:	12384472
Application Number:	12291996

Application Number:	12229526
Application Number:	12231890
Application Number:	12455313
Application Number:	12545853

CORRESPONDENCE DATA

Fax Number: (650)493-6811

Phone: 650-496-7543

Email: nbouch@wsgr.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: WSGR, c/o Nancy Bouch, Senior Paralegal

Address Line 1: 650 Page Mill Road

Address Line 2: FH 2-1 P10

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	21622.181
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NAME OF SUBMITTER:	Nancy Bouch
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

This Intellectual Property Security Interest Assignment Agreement (the “Agreement”) is made and entered into as of the May 11, 2012, by and between Google Endeavor LLC, as Secured Party (as defined in the Security Instruments) (“Assignor”) and Google Ventures 2012, L.P. (“Assignee”).

W I T N E S S E T H

WHEREAS, Assignor is the present legal and equitable owner and holder of the Security Instruments (as hereinafter defined) on that certain Intellectual Property Collateral (as defined in the Security Instruments), including but not limited to, the intellectual property described on Exhibit A annexed hereto and made a part hereof or otherwise subject to the Security Instruments (the “IP Collateral”); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee all of Assignor’s right, title and interest in and to the Security Instruments, including, without limitation, its security interest in, and lien on, the IP Collateral, and Assignee desires to accept and assume all of such right, title, interest, security interests and liens.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby irrevocably transfer, assign, grant and convey to Assignee all of its right, title and interest in and to (i) that certain Grant of Security Interest in Intellectual Property, dated as of February 5, 2009, made by Makani Power, Inc. in favor of Assignor (recorded at the United States Patent and Trademark Office on February 26, 2009 at Reel 022318 / Frame 0762 and (ii) that certain Grant of Security Interest in Patents, dated as of July 29, 2011, made by Makani Power, Inc. in favor of Assignor (recorded at the United States Patent and Trademark Office on August 1, 2011 at Reel 026679 / Frame 0019) (the agreements described in clauses (i) and (ii), collectively, the “Security Instruments”), together with all attendant liens, rights, title, assignments, interests (including, without limitation, all security interests in the IP Collateral), and filings pertaining to or arising from the Security Instruments. Furthermore, Assignor does hereby grant and delegate to Assignee any and all of the duties and obligations of Assignor under the Security Instruments from and after the date hereof. Assignee does hereby accept and assume all of such right, title, interest, duties and obligations

2. Representations and Warranties of Assignor. This Agreement is an absolute assignment and terminates all rights of Assignor arising from the Security Instruments. This Agreement is made without recourse, representation, or warranty, express or implied, except that the Assignor represents and warrants that (i) it has the requisite power and authority and the legal right to enter into this Agreement, and to perform its obligations hereunder and (ii) this Agreement has been duly executed and delivered on its behalf and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Partial Invalidity. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

6. Further Assurances. Assignor agrees to perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date above first written.

ASSIGNOR:

GOOGLE ENDEAVOR LLC

By: Google CFL Inc., its sole member

By: 

Name: Katherine Stephens

Title: President

ASSIGNEE:

GOOGLE VENTURES 2012, L.P.

By: Google Ventures 2012 GP, L.L.C., its General Partner

By: _____

Name: William J. Maris

Title: Member

Address: Google Ventures 2012, L.P.
1600 Amphitheatre Parkway
Mountain View, CA 94043
Attn: Bill Maris
Telephone: 650-214-1557
Facsimile: 650-887-1790

With a copy to: Google Ventures 2012, L.P.
Attn: General Counsel
Email: gv-notice@google.com

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date above first written.

ASSIGNOR:

GOOGLE ENDEAVOR LLC

By: Google CFLL Inc., its sole member

By: _____
Name: Katherine Stephens
Title: President

ASSIGNEE:

GOOGLE VENTURES 2012, L.P.

By: Google ventures 2012 GP, L.L.C., its General Partner

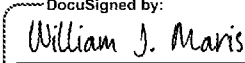
By:  _____
Name: William J. Maris
Title: Member

EXHIBIT A

INTELLECTUAL PROPERTY

PATENTS

Title	Issue Date	Patent No.
Electronic Elongation-Sensing Rope	4/14/2009	7,516,605

PATENT APPLICATIONS

Title	Application Date	Application No.
Controlling Power Extraction For Wind Power Generation	8/3/2007	11/890,313
Controlling Power Extraction For Wind Power Generation	7/18/2008	PCT/US 08/08781
Bimodal Kite System	9/13/2007	11/901,262
Bimodal Kite System	7/18/2008	PCT/US 08/08791
Wind Power Generation	9/20/2007	11/903,521
Static Line Control For Wind Power Generation Systems	5/23/2008	12/154,668
Electronic Elongation-Sensing Rope	2/25/2009	12/380,310
Capstan Steering For a Kite	7/18/2008	12/218,984
Faired Tether For Wind Power Generation Systems	5/23/2008	12/154,685
Faired Tether For Wind Power Generation Systems	5/21/2009	PCT/US09/03179
Improved Kite Efficiency Using Reinforced Internal Pressurized Beams	4/4/2008	61/123,081
Improved Kite Efficiency Using Reinforced Internal Pressurized Beams	4/2/2009	12/384,472

Title	Application Date	Application No.
Fluid Filled Protective Gear	11/14/2008	12/291,996
Autonomous Kite Steering	8/22/2008	12/229,526
Tether Tension Control	9/5/2008	12/231,890
Transport Power Generation Using A Wing Structure	5/28/2009	12/455,313
Tethered System For Power Generation	5/21/2009	12/545,853

TRADEMARKS

None.

TRADEMARK APPLICATIONS

None.

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.