# 12936611

# OT \$440.00

#### PATENT ASSIGNMENT

#### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
COBALT TECHNOLOGIES, INC.	05/25/2012

#### RECEIVING PARTY DATA

Name:	THE WHITTEMORE COLLECTION, LTD.
Street Address:	c/o Parsons & Whittemore, Inc., 4 International Drive, Suite 300
City:	Rye Brook
State/Country:	NEW YORK
Postal Code:	10573

Name of the state	
Name:	PINNACLE VENTURES EQUITY FUND I, L.P.
Street Address:	130 Lytton Avenue, Suite 220
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301

Name:	PINNACLE VENTURES EQUITY FUND I AFFILIATES, L.P.
Street Address:	130 Lytton Avenue, Suite 220
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301

Name:	PINNACLE VENTURES EQUITY FUND I-O, L.P.
Street Address:	130 Lytton Avenue, Suite 220
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301

Name:	PINNACLE VENTURES II-A, L.P.
Street Address:	130 Lytton Avenue, Suite 220

PATENT

501940242 REEL: 028307 FRAME: 0364

I.		
City:	Palo Alto	
State/Country:	CALIFORNIA	
Postal Code:	94301	
Name:	PINNACLE VENTURES II-B, L.P.	
Street Address:	130 Lytton Avenue, Suite 220	
City:	Palo Alto	
State/Country:	CALIFORNIA	
Postal Code:	94301	
Name:	PINNACLE VENTURES II-C, L.P.	
Street Address:	130 Lytton Avenue, Suite 220	
City:	Palo Alto	
State/Country:	CALIFORNIA	
Postal Code:	94301	
Name:	PINNACLE VENTURES II-R, L.P.	
Street Address:	130 Lytton Avenue, Suite 220	
City:	Palo Alto	
State/Country:	CALIFORNIA	
Postal Code:	94301	
	<u> </u>	
Name:	LSP BIOVENTURES C.V.	
Street Address:	Johannes Vermeerplein 9	
City:	Amsterdam	
State/Country:	NETHERLANDS	
Postal Code:	1071 DV	
Name:	@VENTURES V, LLC	
Street Address:	1601 Trapelo Road, Ste 170	
City:	Waltham	
State/Country:	MASSACHUSETTS	
Postal Code:	02451	
Name:	VANTAGEPOINT VENTURE PARTNERS 2006 (Q), L.P.	
Street Address:	1001 Bayhill Drive, Suite 300	
City:	San Bruno	
State/Country:	CALIFORNIA	
Postal Code:	94066	
[-		

Name:	VANTAGEPOINT CLEANTECH PARTNERS, L.P.	
Street Address:	1001 Bayhill Drive, Suite 300	
City:	San Bruno	
State/Country:	CALIFORNIA	
Postal Code:	94066	

Name:	HARRIS & HARRIS GROUP, INC.
Street Address:	1450 Broadway, 24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018

Name:	MALAYSIAN LIFE SCIENCES CAPITAL FUND, LTD
Street Address:	No 36-01, Level 36 Meandra Dion, 27 Jalan Sultan Ismail
City:	Kuala Lumpur
State/Country:	MALAYSIA
Postal Code:	50250

#### PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	12936611
Application Number:	12823092
Application Number:	13163446
Application Number:	13168674
Application Number:	13159293
Application Number:	11853681
Application Number:	12205845
Application Number:	13061898
Application Number:	61354567
Application Number:	61358221
Application Number:	61358353

#### **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: 32897.022-COBALT

NAME OF SUBMITTER: Nancy Bouch

Total Attachments: 14

source=Cobalt - Bridge IP Security Agreement (May 2012) (Executed)#page1.tif

source=Cobalt - Bridge IP Security Agreement (May 2012) (Executed)#page2.tif

source=Cobalt - Bridge IP Security Agreement (May 2012) (Executed)#page3.tif

source=Cobalt - Bridge IP Security Agreement (May 2012) (Executed)#page4.tif

source=Cobalt - Bridge IP Security Agreement (May 2012) (Executed)#page5.tif

source=Cobalt - Bridge IP Security Agreement (May 2012) (Executed)#page6.tif

source=Cobalt - Bridge IP Security Agreement (May 2012) (Executed)#page7.tif

source=Cobalt - Bridge IP Security Agreement (May 2012) (Executed)#page8.tif

source=Cobalt - Bridge IP Security Agreement (May 2012) (Executed)#page9.tif

source=Cobalt - Bridge IP Security Agreement (May 2012) (Executed)#page10.tif

source=Cobalt - Bridge IP Security Agreement (May 2012) (Executed)#page11.tif

source=Cobalt - Bridge IP Security Agreement (May 2012) (Executed)#page 12.tif

source=Cobalt - Bridge IP Security Agreement (May 2012) (Executed)#page13.tif

source=Cobalt - Bridge IP Security Agreement (May 2012) (Executed)#page14.tif

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Intellectual Property Security Agreement** is entered into as of May 25, 2012 by and between **COBALT TECHNOLOGIES, INC.**, a Delaware corporation ("*Grantor*") and the "Secured Parties" who are party to that certain Security Agreement dated as of even date herewith by and between Grantor and the Secured Parties, as the same may be amended, modified or supplemented from time to time (the "*Security Agreement*"). Capitalized terms not defined herein shall have the meaning given to them in the Security Agreement.

#### RECITALS

- A. The Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Note Purchase Agreement dated as of even date herewith by and between Grantor and the Secured Parties, and as amended from time to time (the "Purchase Agreement" and, together with the Security Agreement and such other documents and instruments entered into in connection therewith, the "Loan Agreements"). The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a security interest in Grantor's personal property (including its intellectual property) to secure the obligations of Grantor under the Loan Agreements.
- B. Pursuant to the terms of the Loan Agreements, Grantor has granted to the Secured Parties a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreements, Grantor grants and pledges to the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Exhibits A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Loan Agreements. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Loan Agreements, 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 the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement or any of the Loan Agreements, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including any of the Secured Parties, of any or all other rights, powers or remedies. The Secured Parties agree to release their security interest in the intellectual property of Debtor upon payment in full of all outstanding obligations owing to the Secured Parties under the Loan Agreements (or the conversion of the notes issued pursuant to such Purchase Agreement into equity securities of Debtor), and Secured Parties shall file any UCC termination statements necessary to effect such release and Secured Parties will execute and deliver to Grantor any additional documents or instruments as Grantor shall reasonably request to evidence such release.

The Secured Parties may modify, in their sole discretion, Exhibits A, B, C and D to this Intellectual Property Security Agreement, without obtaining Grantor's approval of or signature to such modification, as appropriate to include reference to any right, title or interest in any Copyrights, Patents, Trademarks and Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims to have any right, title or interest.

ADDRESS OF GRANTOR

GRANTOR:

500 Clyde Avenue

COBALT TECHNOLOGIES, INC.

Mountain View, CA 94043

Name: Robert Mayer

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTIES:

THE WHITTEMORE/COLLECTION, LTD.

Bv:

Name: George F. Landegger Title: Chairman/President

[SIGNATURE PAGE TO THE COBALT TECHNOLOGIES, INC. INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTIES (CONT.):

PINNACLE VENTURES EQUITY FUND I, L.P.

By: Pinnacle Ventures Equity Management I, L.L.C.,

its general partner

Ву:

Name: Robert N. Savoie Title: Chief Financial Officer

PINNACLE VENTURES EQUITY FUND I

AFFILIATES, L.P.

By: Pinnacle Ventures Equity Management I, L.L.C.,

its general partner

By

Name: Robert N. Savoie Title: Chief Financial Officer

PINNACLE VENTURES EQUITY FUND 1-0, L.P.

By: Pinnacle Ventures Equity Management I, L.L.C., its

general partner

By:

Name: Robert N. Savoie

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTIES (CONT.):

PINNACLE VENTURES II-A, L.P.

By: Pinnacle Ventures Management II, L.L.C., its general

partnei

By: Robert M. Savore

Name: Robert N. Savoie Title: Chief Financial Officer

PINNACLE VENTURES II-B, L.P.

By: Pinnacle Ventures Management II, L.L.C., its general

partner

By: Name: Robert N. Savoie

Name: Robert N. Savoie
Title: Chief Financial Officer

PINNACLE VENTURES II-C, L.P.

By: Pinnacle Ventures Management II, L.L.C., its general

partne

Name: Robert N. Savoie

Title: Chief Financial Officer

PINNACLE VENTURES II-R, L.P.

By: Pinnacle Ventures Management II, L.L.C., its general

partne

Name: Robert N. Savoie

Title: Chief Financial Officer

[SIGNATURE PAGE TO THE COBALT TECHNOLOGIES, INC. INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTIES (CONT.):

LSP BIOVENTURES C.V.

By: LSP BioVentures Management B.V.,
Its General Partner

By: Manne: FOLGE A RAPITALISM

By: Manne: Rede R. Koune

Wentures V, LLC

By: Manne: Title: MALAYSIAN LIFE SCIENCES CAPITAL FUND, LTD

By: Malaysian Life Sciences Capital Fund Management

Company Ltd, its Manager

By: Manager

[SIGNATURE PAGE TO THE COBALT TECHNOLOGIES, INC. INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Name:

Title: \_\_\_\_\_

executed and delivered by its duly a	e parties hereto has caused this Intellectual Property Security Agreement to be authorized officer on the date first set forth above
ACCEPTED AND ACKNOWLEDGED	By:
ECURED PARTIES (CONT.):	
	LSP BIOVENTURES C.V.
	By: LSP BioVentures Management B.V., Its General Partner
	By: Name: Title:
	By: Name: Title:
	By: Stell Mills Title: MANAGANG OTHER GOT
	MALAYSIAN LIFE SCIENCES CAPITAL FUND, LTD  By: Malaysian Life Sciences Capital Fund Management
	Company Ltd, its Manager  By:  Name:  Title:

[SIGNATURE PAGE TO THE COBALT TECHNOLOGIES, INC. INTELLECTUAL PROPERTY SECURITY AGREEMENT]

executed and delivered by its duly authorized offi	icer on the date first set forth above
ACCEPTED AND ACKNOWLEDGED BY:	
SECURED PARTIES (CONT.):	
	LSP BIOVENTURES C.V.
	By: LSP BioVentures Management B.V., Its General Partner
	By:
	By:
	@VENTURES V, LLC
	By: Name: Title:
	MALAYSIAN LIFE SCIENCES CAPITAL FUND, LTD  By: Malaysian Life Sciences Capital Fund Management
	By: Name:  Name:  Title:  Company Ltd, its Manager  Wyse  Co-Ghairman
	•

IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Security Agreement to be

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTIES (CONT.):

VANTAGEPOINT		

By: VantagePoint Venture Associates 2006; L.L.C.

By:
Name: Alon E Salzman

Title: Managing Member

VantagePoint CleanTech Partners, L.P.

By: VantagePoint CleanTech Associates, L.L.C.

By:
Name: Alan E. Salzman
Title: Managing Member

[Signature Page to The Cobalt Technologies, Inc. Intellectual Property Security Agreement]

ACCEPTED A	AND A	<b>A</b> CKNOWI	EDGED	BY:
------------	-------	-----------------	-------	-----

**SECURED PARTIES (CONT.):** 

HARRIS & HARRIS GROUP, INC.

By: Daniel Wolfe
Title: President

**REEL: 028307 FRAME: 0377** 

## Exhibit A COPYRIGHTS

Description	Registration Number	Registration Date
Supersill Technology corporate symbol	VAu000104785	Nov. 24, 1986

## Exhibit B PATENTS

Title	Filed	Application No.	Publication No.
Immobilized Product Tolerant Microorganisms	12/22/10	12/936,611	2011/0129887
Integrated System and Process for Bioproduct Production	06/24/10	12/823,092	2010/0330633
Method for Extracting Soluble Sugar Molecules from Biomass Material	06/17/11	13/163,446	2011/0318796
Removal of Inhibitors of Microbial Fermentation from Cellulosic Hydrolysates	06/24/11	13/168,674	2011/0318798
Salt Selection of Microbial Mutants to Increase Solvent Tolerance and Titer	06/13/11	13/159,293	2011/0306083
Real Time Monitoring of Microbial Enzymatic Pathways	09/11/07	11/853,681	2008/0293086
Engineered Light-Emitting Reporter Genes	09/05/08	12/205,845	2009/0081715
Engineered Light-Emitting Reporter Genes and Methods of Use	05/20/11	13/061,898	2011/0218365
Salt Selection of Microbial Mutants to Increase Solvent Tolerance and Titer	06/14/10	61/354,567	
Method for Extracting Soluble Sugar Molecules from Biomass Material	06/24/10	61/358,221	
Removal of Inhibitors of Microbial Fermentation from Cellulosic Hydrolysates	06/24/10	61/358,353	

#### Exhibit C TRADEMARKS

Trademark	Serial No.	Application Date
Design (pipeline and drop of fuel)	85/383,700	July 28, 2011
Design (pipeline and drop of fuel)	85/383,689	July 28, 2011

#### Exhibit D MASK WORKS

Registration/ Registration/ Application Application  Description Number Date	
--	--

None

PATENT REEL: 028307 FRAME: 0381

**RECORDED: 05/31/2012**