

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2779408

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CANCELLATION STATEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
CLOCK LLC	05/15/2013

**RECEIVING PARTY DATA**

<b>Name:</b>	MAKANI POWER, INC.
<b>Street Address:</b>	2175 MONARCH STREET
<b>City:</b>	ALAMEDA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94501

**PROPERTY NUMBERS Total: 29**

Property Type	Number
Patent Number:	7516605
Patent Number:	7656053
Patent Number:	7847426
Patent Number:	7752830
PCT Number:	US2008008781
Application Number:	11901262
PCT Number:	US2008008791
Application Number:	12154668
Application Number:	12218984
Application Number:	12154685
PCT Number:	US2009003179
Application Number:	61123081
Application Number:	12384472
Application Number:	12291996
Application Number:	12229526
Application Number:	12231890
Application Number:	12455313
Application Number:	12454853
Application Number:	13070157
Application Number:	61341029
PCT Number:	US2011029855

PATENT

Property Type	Number
Application Number:	13185507
Application Number:	61365655
Application Number:	13288527
Application Number:	61409894
PCT Number:	US2011057146
Application Number:	61577039
Application Number:	61582408
Application Number:	12545853

#### CORRESPONDENCE DATA

**Fax Number:** (312)913-0002

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

**Phone:** 312-913-0001

**Email:** herndon@mbhb.com

**Correspondent Name:** MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP

**Address Line 1:** 300 S. WACKER DRIVE

**Address Line 2:** SUITE 3100

**Address Line 4:** CHICAGO, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** 13-932-US

**NAME OF SUBMITTER:** JOSEPH A. HERNDON

**SIGNATURE:** /Joseph A. Herndon/

**DATE SIGNED:** 03/21/2014

#### Total Attachments: 18

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## CANCELLATION STATEMENT

THIS CANCELLATION STATEMENT (this "Statement") is made by Makani Power, Inc. (the "Company"), regarding the Security Agreement between Makani Power, Inc., a Delaware corporation (the "Company") and Clock LLC executed August 3, 2012 and recorded with the United States Patent and Trademark Office at reel/frame 028721/0335 ("Security Agreement").

Pursuant to the terms of a separate agreement between the Company and Clock LLC dated May 15, 2013 (i) all obligations of the Company to Clock LLC as to the intellectual property identified in Schedule A of the Security Agreement were cancelled and extinguished and (ii) Clock LLC authorized the Company to file any UCC termination statements, Patent and Trademark lien termination statements or any other documents necessary or advisable to release, as of record, the financing statements previously filed with respect to the security interests previously granted pursuant to the Security Agreement.

In Witness thereof the undersigned Company has executed this statement effective as of the date set forth below.

Date: Mar 7, 2014

IN WITNESS WHEREOF, the Company hereby acknowledges this statement as of the date and year written above.

Makani Power, Inc.



Christine Flores  
Assistant Secretary

## SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this "Security Agreement"), dated as of August 3, 2012, is executed by Makani Power, Inc., a Delaware corporation (together with its successors and assigns, "Company"), in favor of Clock LLC ("Secured Party").

### RECITALS

A. Company and Secured Party have entered into a Note Purchase Agreement, dated as of the date hereof (as amended, modified or otherwise supplemented from time to time, the "Purchase Agreement"), pursuant to which Company has issued a secured convertible promissory note (as amended, modified or otherwise supplemented from time to time, the "Note").

B. In order to induce Secured Party to extend the credit evidenced by the Note, Company has agreed to enter into this Security Agreement and to grant to Secured Party the security interest in the Collateral (as defined below) described below.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company hereby agrees with Secured Party as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms have the following respective meanings:

"Collateral" has the meaning given to that term in Section 2 hereof.

"Lien" shall mean, with respect to any property, any security interest, mortgage, pledge, lien, claim, charge or other encumbrance.

"Obligations" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to Secured Party of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Note and the other Transaction Documents, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"Permitted Liens" means (a) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (b) Liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (c) Liens incurred or deposits made in the ordinary

course of business in connection with workers' compensation, unemployment insurance and other types of social security, and mechanic's Liens, carrier's Liens and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements; (d) Liens in favor of the Secured Party; and (e) Liens in favor of Google Ventures 2012, L.P.

"Transaction Documents" means and includes all "Transaction Documents" as defined in the Note.

"UCC" means the Uniform Commercial Code as in effect in the State of California from time to time.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Note. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. As security for the Obligations, Company hereby pledges to Secured Party and grants to Secured Party a security interest in all right, title and interests of Company in and to the property described in Attachment 1 hereto, whether now existing or hereafter from time to time acquired (collectively, the "Collateral").

3. General Representations and Warranties. Company represents and warrants to Secured Party that (a) Company is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Company acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral, other than Permitted Liens; (b) upon the filing of UCC-1 financing statements in the appropriate filing offices, Secured Party has (or in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) a perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing, except for Permitted Liens; (c) all Inventory has been (or, in the case of hereafter produced Inventory, will be) produced in compliance with applicable laws, including the Fair Labor Standards Act; (d) all accounts receivable and payment intangibles are genuine and enforceable against the party obligated to pay the same; (e) the originals of all documents evidencing all accounts receivable and payment intangibles of Company and the only original books of account and records of Company relating thereto are, and will continue to be, kept at the chief executive office of Company set forth on Schedule B or at such other locations as Company may establish in accordance with Section 5(d); and (f) all information set forth in Schedules A and B hereto is true and correct.

4. Representations and Warranties regarding Intellectual Property. Company represents and warrants to Secured Party that: (a) Company does not own any patents, trademarks, copyrights or mask works registered in, or the subject of pending applications in, the U.S. Patent and Trademark Office (the "USPTO") or the U.S. Copyright Office (the "Copyright Office") or any similar offices or agencies in any other country or any political subdivision thereof, other than those described on Schedule A hereto; (b) Company has, except for Permitted Liens, the sole, full and unencumbered right, title and interest in and to the trademarks shown on Schedule A and the goods and services covered by the registrations thereof and, to the extent registered, such registrations are valid and enforceable and in full force and effect; (c) Company has, except for Permitted Liens, the sole, full and unencumbered right, title and interest in and to each of the patents shown on Schedule A and the registrations thereof are valid and enforceable and in full force and effect; (d) Company has, except for Permitted Liens, the sole, full and unencumbered right, title and interest in and to

each of the copyrights shown on Schedule A, and according to the records of the Copyright Office, each of said copyrights is valid and enforceable and in full force and effect; (e) Company has, except for Permitted Liens, the sole, full and unencumbered right, title and interest in and to the mask works shown on Schedule A, and according to the records of the Copyright Office, each of said mask works is valid and enforceable and in full force and effect; (f) Company has not received any communications from any third party that any patents, trademarks, copyrights or mask works are invalid and unenforceable or do or may violate the rights of any Person; (g) all licenses (other than non-exclusive licenses to end-users) of patents, trademarks, copyrights, mask works and trade secrets which Company has granted to any Person are set forth in Schedule A hereto; (h) all licenses of patents, trademarks, copyrights, mask works and trade secrets which any Person has granted to Company are set forth on Schedule A hereto, other than licenses arising from the purchase of readily available, "off the shelf" software or other standard products; (i) Company has obtained from each employee who may be considered the inventor of patentable inventions (invented within the scope of such employee's employment) an assignment to Company of all rights to such inventions, including patents; and (j) Company has taken all commercially reasonable steps necessary to protect the secrecy and the validity under applicable law of all material trade secrets.

5. Covenants Relating to Collateral. Company hereby agrees:

(a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Secured Party therein and the perfection and priority of such Lien, except for Permitted Liens;

(b) not to use or permit any Collateral to be used (i) in violation in any material respect of any applicable law, rule or regulation that is material to Company or the operation of its business, or (ii) in violation of any policy of insurance covering the Collateral;

(c) to pay promptly when due all taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon or affecting any Collateral;

(d) without 30 days' written notice to Secured Party, (i) not to change Company's name or place of business (or, if Company has more than one place of business, its chief executive office), or the office in which Company's records relating to accounts receivable and payment intangibles are kept, (ii) not to change Company's state of incorporation, (iii) not to keep Collateral consisting of chattel paper at any location other than its chief executive office set forth in item 1 of Schedule B hereto, and (iv) not to keep Collateral consisting of equipment or inventory at any location other than the locations set forth in item 5 of Schedule B hereto for a period of more than 60 consecutive days; provided that the foregoing covenant in this clause (iv) shall not apply to equipment and inventory with an aggregate fair market value of up to \$250,000 that is at a location other than the locations set forth in item 5 of Schedule B hereto.

(e) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by Secured Party to perfect, maintain and protect its Lien hereunder and the priority thereof and to deliver promptly to Secured Party all originals of Collateral consisting of instruments;

(f) to appear in and defend any action or proceeding which may affect its title to or Secured Party's interest in the Collateral;

(g) if Secured Party gives value to enable Company to acquire rights in or the use of any Collateral, to use such value for such purpose;

(h) to keep separate, accurate and complete records of the Collateral and to provide Secured Party with such records and such other reports and information relating to the Collateral as Secured Party may reasonably request from time to time;

(i) not to surrender or lose possession of (other than to Secured Party), sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein, and to keep the Collateral free of all Liens except Permitted Liens; provided that Company may sell, lease, transfer, license or otherwise dispose of any of the Collateral in the ordinary course of business consisting of (i) the sale of inventory, (ii) sales of worn-out or obsolete equipment, (iii) non-exclusive licenses and similar arrangements for the use of the property of Company; and (iv) exclusive licenses and similar arrangements for the use of intellectual property or other property of Company that is for applications other than power generation approved by the Secured Party, which approval shall not be unreasonably withheld or delayed;

(j) if requested by Secured Party, to type, print or stamp conspicuously on the face of all original copies of all Collateral consisting of chattel paper a legend satisfactory to Secured Party indicating that such chattel paper is subject to the security interest granted hereby;

(k) to collect, enforce and receive delivery of the accounts receivable and payment intangibles in accordance with past practice until otherwise notified by Secured Party;

(l) to comply with all material requirements of law relating to the production, possession, operation, maintenance and control of the Collateral (including the Fair Labor Standards Act); except where the failure to so comply could not reasonably be expected to have an adverse impact on Company or its business; and

(m) to permit Secured Party and its representatives the right, at any time during normal business hours, upon reasonable prior notice, to visit and inspect the properties of Company and its corporate, financial and operating records, and make abstracts therefrom, and to discuss Company's affairs, finances and accounts with its directors, officers and independent public accountants.

6. Covenants Regarding Intellectual Property. Company hereby agrees:

(a) Company will perform all acts and execute all documents, including notices of security interest for each relevant type of intellectual property in forms suitable for filing with the USPTO or the Copyright Office, that may be necessary or desirable to record, maintain, preserve, protect and perfect Secured Party's interest in the Collateral, the Lien granted to Secured Party in the Collateral and the priority of such Lien;

(b) Except to the extent that Secured Party gives its prior written consent:

(i) Company (either itself or through licensees) will continue to use its material trademarks in connection with each and every trademark class of goods or services applicable to its current line of products or services as reflected in its current catalogs, brochures, price lists or similar materials in order to maintain such trademarks in full force and effect free from any claim of abandonment for nonuse, and Company will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any material trademark may become invalidated; except where the failure to so act, such omission or such failure to notify Secured Party could not reasonably be expected to have an adverse impact on Company or its business.

(ii) Company will not do any act or omit to do any act whereby any material patent registrations may become abandoned or dedicated to the public domain or the remedies available against potential infringers weakened and shall notify Secured Party immediately if it knows of any reason or has reason to know that any material patent registration may become abandoned or dedicated; except where the failure to so act, such omission or such failure to notify Secured Party could not reasonably be expected to have an adverse impact on Company or its business; and

(iii) Company will not do any act or omit to do any act whereby any material copyrights or mask works may become abandoned or dedicated to the public domain or the remedies available against potential infringers weakened and shall notify Secured Party immediately if it knows of any reason or has reason to know that any material copyright or mask work may become abandoned or dedicated to the public domain; except where the failure to so act, such omission or such failure to notify Secured Party could not reasonably be expected to have an adverse impact on Company or its business.

(c) Company will promptly (and in any event within 30 days) notify Secured Party upon the filing, either by Company or through any agent, employee, licensee or designee, of (i) an application for the registration of any patent or trademark, with the USPTO or any similar office or agency in any other country or any political subdivision thereof, (ii) any assignment of any patent or trademark, which Company may acquire from a third party, with the USPTO or any similar office or agency in any other country or any political subdivision thereof, or (iii) any assignment of any copyright or mask work, which Company may acquire from a third party, with the Copyright Office or any similar office or agency in any other country or any political subdivision thereof. Upon the request of Secured Party, Company shall execute and deliver any and all agreements, instruments, documents and papers as Secured Party may in its reasonable discretion request to evidence Secured Party's security interest in such patent, trademark (and the goodwill and general intangibles of Company relating thereto or represented thereby), copyright or mask work, and Company authorizes Secured Party to amend an original counterpart of the applicable notice of security interest executed pursuant to Section 6(a) of this Security Agreement without first obtaining Company's approval or signature to such amendment and to record such document with the USPTO or the Copyright Office, as applicable.

(d) While any Obligations remain outstanding, Company shall not, without first providing at least five (5) business days' advance written notice to Secured Party, register or cause to be registered with the Copyright Office any copyright registrations with respect to any proprietary software of Company or any other property that is subject to registration with the Copyright Office.

(e) Company will take all necessary steps in any proceeding before the USPTO, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to diligently prosecute or maintain, as applicable, each application and registration of any patents, trademarks, copyrights and mask works that are material to the business of Company, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted hereunder), where the failure to do so could reasonably be expected to have an adverse impact on Company or its business;

(f) Except where the failure to so could not be reasonably expected to have an adverse impact on Company or its business, Company shall (i) use proper statutory notice in connection with its use of the patents, trademarks, copyrights and mask works, (ii) maintain consistent standards of quality in its manufacture of products sold under the trademarks or provision of services in connection with the trademarks, and (iii) take all steps necessary to protect the secrecy and the validity under applicable law of all material trade secrets;



(g) Company agrees that if it learns of any use by any Person of any term or design likely to cause confusion with any material trademark, Company shall promptly notify Secured Party of such use and of all steps taken and to be taken to remedy any infringement of any trademark, except where the failure to do so could not reasonably be expected to have an adverse impact on Company or its business; and

(h) Company shall maintain with each employee who may have access to the trade secrets of Company an agreement by which such employee agrees not to disclose such trade secrets and with each employee who may be the inventor of patentable inventions (invented within the scope of such employee's employment) an invention assignment agreement requiring such employee to assign all rights to such inventions, including patents and patent applications, to Company and further requiring such employee to cooperate fully with Company, its successors in interest, in the prosecution of any patent application or in any litigation involving the invention, whether such cooperation is required during such employee's employment with Company or after the termination of such employment.

7. Authorized Action by Secured Party. Company hereby irrevocably appoints Secured Party as its attorney-in-fact (which appointment is coupled with an interest) and agrees that Secured Party may perform (but Secured Party shall not be obligated to and shall incur no liability to Company or any third party for failure so to do) any act which Company is obligated by this Security Agreement to perform, and to exercise such rights and powers as Company might exercise with respect to the Collateral, including the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) insure, process and preserve the Collateral; (e) pay any indebtedness of Company relating to the Collateral; and (f) file UCC financing statements and execute other documents, instruments and agreements required hereunder; provided, however, that Secured Party shall not exercise any such powers granted pursuant to subsections (a) through (e) prior to the occurrence of an Event of Default and shall only exercise such powers during the continuance of an Event of Default. Company agrees to reimburse Secured Party upon demand for any reasonable costs and expenses, including attorneys' fees, Secured Party may incur while acting as Company's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. It is further agreed and understood between the parties hereto that such care as Secured Party gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Secured Party's possession; provided, however, that Secured Party shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

#### 8. Litigation and Other Proceedings

(a) Company shall have the right to commence and diligently prosecute such suits, proceedings or other actions for infringement or other damage, or reexamination or reissue proceedings, or opposition or cancellation proceedings as are reasonable to protect any of the patents, trademarks, copyrights, mask works or trade secrets of Company. Except where the failure to do so could not reasonably be expected to have an adverse impact on Company or its business, Company shall have the obligation to commence and diligently prosecute such suits, proceedings or other actions for infringement or other damage, or reexamination or reissue proceedings, or opposition or cancellation proceedings as are reasonable to protect any of the material patents, trademarks, copyrights, mask works or trade secrets of Company. No suit, proceeding or other action that Company is obligated to bring pursuant to the foregoing sentence shall be settled or voluntarily dismissed, nor shall any party be released or excused of any claims of or liability for

infringement, without the prior written consent of Secured Party, which consent shall not be unreasonably withheld.

(b) Upon the occurrence and during the continuation of an Event of Default, Secured Party shall have the right but not the obligation to bring suit or institute proceedings in the name of Company or Secured Party to enforce any rights in the Collateral, including any license thereunder, in which event Company shall at the request of Secured Party do any and all lawful acts and execute any and all documents reasonably required by Secured Party in aid of such enforcement. If Secured Party elects not to bring suit to enforce any right under the Collateral, including any license thereunder, Company agrees to use all commercially reasonable measures, whether by suit, proceeding or other action, to cause to cease any infringement of any right under the Collateral by any Person and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement, except where the failure to do so could not reasonably be expected to have an adverse impact on Company or its business.

#### 9. Default and Remedies.

(a) Default. Company shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default (as defined in the Note).

(b) Remedies. Upon the occurrence and during the continuance of any such Event of Default, Secured Party shall have the rights of a secured creditor under the UCC, all rights granted by this Security Agreement and by law, including the right to: (a) require Company to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party; and (b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Secured Party deems appropriate. Company hereby agrees that ten (10) days' notice of any intended sale or disposition of any Collateral is reasonable. In furtherance of Secured Party's rights hereunder, Company hereby grants to Secured Party an irrevocable, non-exclusive license, exercisable without royalty or other payment by Secured Party, and only in connection with the exercise of remedies hereunder while an Event of Default is continuing and for the sole purpose of facilitating the disposition of Collateral consistent with the commercially reasonable sale requirements of Division 9 of the California Uniform Commercial Code, to use, license or sublicense any patent, trademark, trade name, copyright or other intellectual property in which Company now or hereafter has any right, title or interest together with the right of access to all media in which any of the foregoing may be recorded or stored.

(c) Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Secured Party at the time of, or received by Secured Party after, the occurrence of an Event of Default) shall be paid to and applied as follows:

(i) First, to the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by Secured Party;

(ii) Second, to the payment to Secured Party of the amount then owing or unpaid to Secured Party (to be applied first to accrued interest and second to outstanding principal due under the Note);

(iii) Third, to the payment of other amounts then payable to Secured Party under any of the Transaction Documents; and

(iv) Fourth, to the payment of the surplus, if any, to Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

10. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Company or Secured Party under this Security Agreement shall be in writing and faxed, mailed or delivered to each party to the facsimile number or its address set forth below (or to such other facsimile number or address as the recipient of any notice shall have notified the other in writing). All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed, by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; (c) when delivered by hand, upon delivery; and (d) when faxed, upon confirmation of receipt.

Secured Party:

Clock LLC  
1801 Page Mill Road  
Palo Alto, CA 94304

Company:

Chief Executive Officer  
Makani Power, Inc.  
2175 Monarch Street  
Alameda, CA 94501  
Telephone: (415) 859-1958  
Facsimile: (510) 749-1330

with a copy to:

Robert O'Connor  
Wilson, Sonsini, Goodrich & Rosati, P.C.  
One Market Plaza  
Spear Tower, Suite 3300  
Telephone: (415) 947-2000  
Facsimile: (415) 947-2099  
Electronic Mail: ROConnor@wsgr.com

(b) Termination of Security Interest. Upon the payment in full of all Obligations, the security interest granted herein shall terminate and all rights to the Collateral shall revert to Company. Upon such termination Secured Party hereby authorizes Company to file any UCC termination statements necessary to effect such termination and Secured Party will, at Company's expense, execute and deliver to Company any additional documents or instruments as Company shall reasonably request to evidence such termination.

(c) Non-waiver. No failure or delay on Secured Party's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(d) Amendments and Waivers. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Company and Secured Party. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(e) Assignments. This Security Agreement shall be binding upon and inure to the benefit of Secured Party and Company and their respective successors and assigns; provided, however, that Company may not sell, assign or delegate rights and obligations hereunder without the prior written consent of Secured Party.

(f) Cumulative Rights, etc. The rights, powers and remedies of Secured Party under this Security Agreement shall be in addition to all rights, powers and remedies given to Secured Party by virtue of any applicable law, rule or regulation of any governmental authority, any Transaction Document or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Party's rights hereunder. Company waives any right to require Secured Party to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in Secured Party's power.

(g) Payments Free of Taxes, Etc. All payments made by Company under the Transaction Documents shall be made by Company free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings, except for any taxes, levies, charges, deductions or withholdings assessed against or measured by the income of the Secured Party. In addition, Company shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by Secured Party, Company shall furnish evidence satisfactory to Secured Party that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(h) Partial Invalidity. If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(i) Expenses. Company shall pay on demand all reasonable fees and expenses, including reasonable attorneys' fees and expenses, incurred by Secured Party in connection with custody, preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Obligations which is not performed as and when required by this Security Agreement.

(j) Construction. Each of this Security Agreement and the other Transaction Documents is the result of negotiations among, and has been reviewed by, Company, Secured Party and their respective counsel. Accordingly, this Security Agreement and the other Transaction Documents shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against Company or Secured Party.

(k) Entire Agreement. This Security Agreement taken together with the other Transaction Documents constitute and contain the entire agreement of Company and Secured Party and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(l) Other Interpretive Provisions. References in this Security Agreement and each of the other Transaction Documents to any document, instrument or agreement (a) includes all exhibits, schedules and other attachments thereto, (b) includes all documents, instruments or agreements issued or executed in replacement thereof, and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Security Agreement or any other Transaction Document refer to this Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Security Agreement or such other Transaction Document, as the case may be. The words "include" and "including" and words of similar import when used in this Security Agreement or any other Transaction Document shall not be construed to be limiting or exclusive.

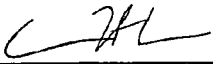
(m) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules (except to the extent governed by the UCC).

(n) Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

**MAKANI POWER, INC.**

By:   
Name: Corwin Hardham  
Title: Chief Executive Officer

[Signature Page to Security Agreement]

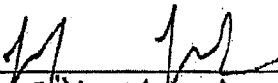
**PATENT**  
**REEL: 028721 FRAME: 0348**

**PATENT**  
**REEL: 032493 FRAME: 0703**

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

AGREED:

CLOCK LLC,  
as Secured Party

By:   
Name: Mike Schwartz  
Title: General Counsel

[Signature Page to Security Agreement]

PATENT  
REEL: 028721 FRAME: 0349

PATENT  
REEL: 032493 FRAME: 0704

**ATTACHMENT 1**  
**TO SECURITY AGREEMENT**

All right, title, interest, claims and demands of Company in and to the following property:

(i) All goods and equipment now owned or hereafter acquired, including, without limitation, all laboratory equipment, computer equipment, office equipment, machinery, fixtures, vehicles, and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(ii) All inventory now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Company's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Company's books relating to any of the foregoing;

(iii) All contract rights, general intangibles, health care insurance receivables, payment intangibles and commercial tort claims, now owned or hereafter acquired, including, without limitation, all patents, patent rights (and applications and registrations therefor), trademarks and service marks (and applications and registrations therefor), inventions, copyrights, mask works (and applications and registrations therefor), trade names, trade styles, software and computer programs, trade secrets, methods, processes, know how, drawings, specifications, descriptions, and all memoranda, notes, and records with respect to any research and development, goodwill, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer disks, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind and whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media;

(iv) All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Company arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Company (subject, in each case, to the contractual rights of third parties to require funds received by Company to be expended in a particular manner), whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Company and Company's books relating to any of the foregoing;

(v) All documents, cash, deposit accounts, letters of credit, letter of credit rights, supporting obligations, certificates of deposit, instruments, chattel paper, electronic chattel paper, tangible chattel paper and investment property, including, without limitation, all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, and all financial assets held in any securities account or otherwise, wherever located, now owned or hereafter acquired and Company's books relating to the foregoing; and

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**REEL: 028721 FRAME: 0350**

**PATENT**  
**REEL: 032493 FRAME: 0705**



(vi) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof, including, without limitation, insurance, condemnation, requisition or similar payments and the proceeds thereof.

Company has disclosed to Secured Party that from time to time in the ordinary course of Company's business, Company has in its custody, possession or control property owned by one or more third parties that has been loaned, bailed or otherwise entrusted to the Company ("**non-Company property**"), including, by way of example and without limitation, property of one or more third parties in Company's possession, custody or control pursuant to a Kiteboat Research & Development Agreement dated as of December 15, 2008. The security interest granted under Section 2 of this Security Agreement and the descriptions in the foregoing Attachment 1 do not cover or extend to such non-Company property.

**PATENT**  
**REEL: 028721 FRAME: 0351**

**PATENT**  
**REEL: 032493 FRAME: 0706**

**SCHEDULE A**  
**TO SECURITY AGREEMENT**

**PATENT**  
**REEL: 028721 FRAME: 0352**

**PATENT**  
**REEL: 032493 FRAME: 0707**

**SCHEDULE A**  
**TO SECURITY AGREEMENT**  
**REGISTERED COPYRIGHTS**

None.

**PATENTS**

<b>Title</b>	<b>Issue Date</b>	<b>Patent No.</b>
Electronic Elongation-Sensing Rope	4/14/2009	7,516,605
Controlling Power Extraction For Wind Power Generation	2/2/2010	7,656,053
Wind Power Generation	10/7/2010	7,847,426
Electronic Elongation-Sensing Rope	7/13/2010	7,752,830

**PATENT APPLICATIONS**

<b>Title</b>	<b>Application Date</b>	<b>Application No.</b>
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
Static Line Control For Wind Power Generation Systems	5/23/2008	12/154,668
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
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

**PATENT**  
**REEL: 028721 FRAME: 0353**

**PATENT**  
**REEL: 032493 FRAME: 0708**

Title	Application Date	Application No.
Transport Power Generation Using A Wing Structure	5/28/2009	12/455,313
Tethered System For Power Generation	5/21/2009	12/454,853
Planform Configuration for Stability of a Powered Kite and a System and Method for Use of Same	3/23/2011	13/070,157
Planform Configuration for Stability of a Powered Kite	3/24/2010	61/341,029
Planform Configuration for Stability of a Powered Kite and a System and Method For Use of Same		PCT/US2011/029855
High Strength Windable Tether With Low Fluid Dynamic Drag and System Using Same	7/19/2011	13/185,507
High Strength Windable Electromechanical Tether With Low Fluid Dynamic Drag	61/365,655	61/365,655
Kite Configuration and Flight Strategy for Flight in High Speed Winds	11/3/2011	13/288,527
High Speed Winds	11/3/2010	61/409,894
High Speed Winds		PCT/US2011/057146
Kite Ground Station and System Using Same	12/18/2011	61/577,039
Motor Pylons for a Kite and Airborne Power Generation System Using Same	1/2/2012	61/582,408
Manufacturing Process of a High Efficiency Heat Dissipating Device	8/23/2009	12/545,853

#### TRADEMARKS

None.

#### TRADEMARK APPLICATIONS

None.

#### MASK WORKS

None.

#### LICENSES OF PATENTS, TRADEMARKS, COPYRIGHTS OR MASK WORKS (other than non-exclusive licenses to end-users)

None.

RECORDED: 08/03/2012

PATENT  
REEL: 028721 FRAME: 0354

RECORDED: 03/21/2014

PATENT  
REEL: 032493 FRAME: 0709