

## PATENT ASSIGNMENT COVER SHEET

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|---|--------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                 |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                     |
| <b>CONVEYING PARTY DATA</b>   |                                |
| <b>Name</b>   | <b>Execution Date</b>          |
| HOWARD S. BERGH   | 02/18/2015                     |
| JONATHAN ZIEBARTH   | 02/12/2015                     |
| NICOLAS TIMMERMAN   | 02/18/2015                     |
| <b>RECEIVING PARTY DATA</b>   |                                |
| <b>Name:</b>  | KINESTRAL TECHNOLOGIES, INC.   |
| <b>Street Address:</b>  | 400 E. JAMIE COURT, SUITE 201  |
| <b>City:</b>  | SOUTH SAN FRANCISCO            |
| <b>State/Country:</b>   | CALIFORNIA                     |
| <b>Postal Code:</b>   | 94080                          |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                |
| <b>Property Type</b>  | <b>Number</b>                  |
| <b>Application Number:</b>  | 14750576                       |
| <b>CORRESPONDENCE DATA</b>  |                                |
| <b>Fax Number:</b>  | (314)259-2020                  |
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| <b>NAME OF SUBMITTER:</b>   | EDWARD J. HEJLEK               |
| <b>SIGNATURE:</b>   | /Edward J. Hejlek/             |
| <b>DATE SIGNED:</b>   | 10/26/2015                     |
| <b>Total Attachments: 3</b>   |                                |
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ASSIGNMENT

**WHEREAS, IWE**, Howard S. BERGH, hereinafter referred to as "Assignor," am a joint inventor with Jonathan ZIEBARTH, and Nicolas TIMMERMAN and we have invented an improvement in ELECTROCHROMIC MULTI-LAYER DEVICES WITH COMPOSITE ELECTRICALLY CONDUCTIVE LAYERS described in U.S. application number 13/961,508, filed August 7, 2013;

**AND, WHEREAS**, Kinestral Technologies, Inc., a Delaware corporation, with a principal place of business located at 400 E. Jamie Ct. Suite 201, South San Francisco, CA 94080 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring certain rights thereunder;

**NOW, THEREFORE**, for one dollar and other good and valuable consideration, receipt of all of which is hereby acknowledged, I have agreed to and do hereby sell, assign, and transfer unto said ASSIGNEE the entire right, title, and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said invention, said United States application, any other United States applications (including provisional, non-provisional, divisional, continuing, or reissue applications) based in whole or in part on said United States application or in whole or in part on said invention, any foreign applications based in whole or in part on any of the aforesaid United States applications or in whole or in part on said invention, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said invention or any part thereof;

**TO BE HELD AND ENJOYED** by said ASSIGNEE, its successors and assigns,

as fully and entirely as the same would have been held and enjoyed by me had no sale and assignment of said interest been made;

**AND I/WE** hereby authorize and request the Commissioner of Patents of the United States of America to issue any and all United States patents which may be granted upon said United States applications or any of them, or upon said invention or any part thereof, to said ASSIGNEE;


**AND I/WE** hereby agree for myself and for my heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue, or other applications for patents of any country, that may be deemed necessary by said ASSIGNEE fully to secure to said ASSIGNEE its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them;

**AND I/WE** hereby covenant for myself and my legal representatives, and agree with said ASSIGNEE, its successors and assigns, that I have granted no right or license to make, use or sell said invention, to anyone except said ASSIGNEE, that prior to the execution of this deed my right, title, and interest in said invention had not been otherwise encumbered, and that I have not executed and will not execute any instrument in conflict herewith.

[Remainder of page left intentionally blank]

Signed on the Date indicated by our Signatures:

2/19/2015  
Date

  
Howard S. BERGH

2-12-2015  
Date

  
Jonathan ZIEBARTH

2/18/15  
Date

  
Nicolas TIMMERMAN