

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380841

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
View, Inc.		04/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent		
Street Address:	400 South Hope Street, Suite 500		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4154117		
Registration Number:	4328231	REVOLUTIONIZING THE WAY WE LIVE, WORK, A	
Registration Number:	4526541	SEE POSSIBILITY	
Registration Number:	4526486	VIEW	
Registration Number:	4565013	VIEW CONTROLS	
Registration Number:	4564846	VIEW GLASS	
Registration Number:	4526521	VIEW	
Registration Number:	4923250	INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	326518-103 VIEW, INC.		
NAME OF SUBMITTER:	C. Rhem		

CH \$215.00 4154117

SIGNATURE:	/CR/
DATE SIGNED:	04/15/2016
Total Attachments: 5 source=View Trademark Agreement#page1.tif source=View Trademark Agreement#page2.tif source=View Trademark Agreement#page3.tif source=View Trademark Agreement#page4.tif source=View Trademark Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 15, 2016, made by View, Inc., a Delaware corporation (the "Grantor"), in favor of The Bank of New York Mellon Trust Company, N.A., as collateral agent (the "Collateral Agent").

Reference is made to the Security Agreement dated as of April 15, 2016 (as amended, restated or otherwise modified from time to time, the "Agreement"), among the Grantor and the Collateral Agent.

In order to induce the Collateral Agent to enter into the Transaction Documents the Grantor has agreed to grant a security interest in substantially all of its assets.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Trademarks and Trademark Registrations, including those listed on Schedule I hereto, and all proceeds of the Trademarks and Trademark Registrations, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest; provided, however, that the grant of a Security Interest hereunder shall not include, and the Security Interest shall not attach to, any Excluded Assets.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademarks made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Agreement, the provisions of the Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

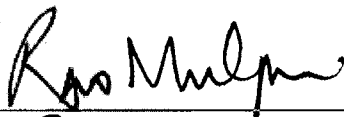
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to conflict of law rules).

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VIEW, INC.,
as Grantor

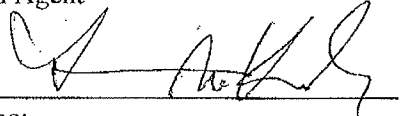
By: _____


Name: RAO MURPURI
Title: CEO

Accepted and Agreed:

The Bank of New York Mellon Trust Company, N.A.,
as Collateral Agent

By: _____



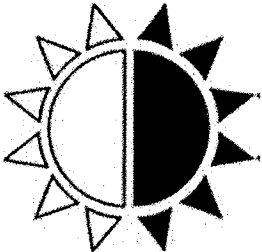

Name:
Title:

LAWRENCE M. KUSCH
VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
	06/05/2012	4154117
REVOLUTIONIZING THE WAY WE LIVE, WORK, AND BUILD.	04/30/2013	4328231
SEE POSSIBILITY	05/06/2014	4526541
VIEW	05/06/2014	4526486
VIEW CONTROLS	07/08/2014	4565013
VIEW GLASS	07/08/2014	4564846
VIEW stylized in color		
	05/06/2014	4526521
INTELLIGENCE	03/22/2016	4923250

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
None.		