

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413632

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VIEW, INC.		01/25/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		
<b>Street Address:</b>	400 SOUTH HOPE STREET, SUITE 500		
<b>City:</b>	LOS ANGELES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4923250	INTELLIGENCE	
<b>Registration Number:</b>	4328231	REVOLUTIONIZING THE WAY WE LIVE, WORK, A	
<b>Registration Number:</b>	4526541	SEE POSSIBILITY	
<b>Registration Number:</b>	4526486	VIEW	
<b>Registration Number:</b>	4526521	VIEW	
<b>Registration Number:</b>	4565013	VIEW CONTROLS	
<b>Registration Number:</b>	4564846	VIEW GLASS	
<b>Registration Number:</b>	4150225	SOLADIGM	
<b>Registration Number:</b>	4067382	SOLADIGM	
<b>Registration Number:</b>	4154117		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	ssexton@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	15210.250005		

OP \$265.00 4923250

<b>NAME OF SUBMITTER:</b>	Sally Sexton
<b>SIGNATURE:</b>	/sallysexton/
<b>DATE SIGNED:</b>	01/25/2017
<b>Total Attachments: 7</b> source=TIAA-View - Trademark Security Agreement - Execution Copy (2)#page1.tif source=TIAA-View - Trademark Security Agreement - Execution Copy (2)#page2.tif source=TIAA-View - Trademark Security Agreement - Execution Copy (2)#page3.tif source=TIAA-View - Trademark Security Agreement - Execution Copy (2)#page4.tif source=TIAA-View - Trademark Security Agreement - Execution Copy (2)#page5.tif source=TIAA-View - Trademark Security Agreement - Execution Copy (2)#page6.tif source=TIAA-View - Trademark Security Agreement - Execution Copy (2)#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 25, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of The Bank of New York Mellon Trust Company, N.A. (“BNY Mellon”), not in its individual capacity but solely as collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Senior Secured First Lien Convertible Note Purchase Agreement, dated as of January 25, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Note Purchase Agreement”), by and among the Company, the Purchasers and BNY Mellon, as Agent for itself and the Purchasers, the Purchasers have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Note Purchase Agreement) of the Company; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and Agent to enter into the Note Purchase Agreement and to induce the Purchasers to make their respective extensions of credit to the Company thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto, and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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 a Grantor

By:   
Name: Rao Mulpuri  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005973 FRAME: 0790**

ACCEPTED AND AGREED  
as of the date first above written:


**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,**  
not in its individual capacity but solely as Agent

By:   
Name: LAWRENCE M. KUSCH  
Title: VICE PRESIDENT






SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
Trademark Registrations

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Regis. No.</u>	<u>Regis. Date</u>	<u>Goods or Services</u>	<u>Status</u>
INTELLIGENCE	United States	4923250	03/22/16	Computer programs, downloadable computer programs and mobile device software, all for use in adjusting and controlling insulated glass units; electronic controller for adjusting and controlling insulated glass units [ITU] in Class 9 Insulated glass units with electrochromic coating for windows used in building construction [ITU] in Class 19	Section 8 Affidavit due 03/22/22
REVOLUTIONIZING THE WAY WE LIVE, WORK, AND BUILD.	United States	4328231	04/30/13	Installation, maintenance and repair services for glass units for windows; providing information regarding the care, installation, maintenance and repair of glass units for windows; consultation services regarding the installation, maintenance and repair of glass units for windows [05/17/12] in Class 37	Section 8 Affidavit due 04/30/19
SEE POSSIBILITY	United States	4526541	05/06/14	Insulated glass units with electrochromic coating for windows used in building construction [10/21/13] in Class 19	Section 8 Affidavit due 05/06/20
VIEW	United States	4526486	05/06/14	Electronic controller for adjusting and controlling insulated glass units [ITU] in Class 9 Insulated glass units with electrochromic coating for windows used in building construction [ITU] in Class 19	Section 8 Affidavit due 05/06/20
VIEW stylized in color 	United States	4526521	05/06/14	Electronic controller for adjusting and controlling insulated glass units [10/22/13] in Class 9 Insulated glass units with electrochromic coating for windows used in building construction [10/21/13] in Class 19	Section 8 Affidavit due 05/06/20



<u>Mark</u>	<u>Country</u>	<u>Regis. No.</u>	<u>Regis. Date</u>	<u>Goods or Services</u>	<u>Status</u>
VIEW CONTROLS	United States	4565013	07/08/14	Electronic controller for adjusting and controlling insulated glass units [03/06/14] in Class 9	Section 8 Affidavit due 07/08/20
VIEW GLASS	United States	4564846	07/08/14	Electronic controller for adjusting and controlling insulated glass units [03/06/14] in Class 9 Insulated glass units with electrochromic coating for windows used in building construction [03/06/14] in Class 19	Section 8 Affidavit due 07/08/20
SOLADIGM and Design 	United States	4150225	5/29/12	IC 009. US 021 023 026 036 038. G & S: electronic controller for adjusting and controlling glass panels. FIRST USE: 20110111. FIRST USE IN COMMERCE: 20110111 IC 019. US 001 012 033 050. G & S: windows, namely, glass panels for building construction. FIRST USE: 20111012. FIRST USE IN COMMERCE: 20111012	Registered
SOLADIGM 	United States	4067382	12/6/11	IC 019. US 001 012 033 050. G & S: windows, namely, glass panels for building construction. FIRST USE: 20111012. FIRST USE IN COMMERCE: 20111012	Registered
Design Only 	United States	4154117	6/5/12	IC 009. US 021 023 026 036 038. G & S: electronic controller for adjusting and controlling glass panels. FIRST USE: 20110111. FIRST USE IN COMMERCE: 20110111 IC 019. US 001 012 033 050. G & S: windows, namely, glass panels for building construction. FIRST USE: 20111012. FIRST USE IN COMMERCE: 20111012	Registered