

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Akoustis, Inc.		05/14/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A.		
Street Address:	One Wall Street, 15 th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5129436	AKOUSTIS	
Registration Number:	5120050	BULKONE	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	32132.17		
NAME OF SUBMITTER:	Vanessa A. Ignacio		
SIGNATURE:	/Vanessa A. Ignacio/		
DATE SIGNED:	05/14/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

May 14, 2018

WHEREAS, Akoustis, Inc., a Delaware corporation (herein referred to as the “**Lien Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Akoustis Technologies, Inc., Akoustis, Inc., as guarantor and The Bank of New York Mellon Trust Company, N.A., as trustee, are parties to an Indenture dated as of May 14, 2018 (as amended from time to time, the “**Indenture**”); and

WHEREAS, pursuant to (i) a Pledge and Security Agreement dated as of May 14, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Akoustis Technologies, Inc., the other grantors party thereto and The Bank of New York Mellon Trust Company, N.A., as collateral agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other loan documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain obligations of Akoustis Technologies, Inc. and secured such guarantee (the “**Lien Grantor’s Transaction Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor’s Transaction Guarantee, a continuing security interest in all of the Lien Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(a) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(b) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default (as defined in the Indenture) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Indenture, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day and year first written above.

AKOUSTIS, INC.

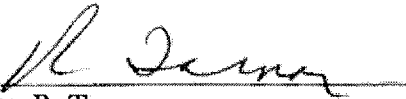
By: 

Name: John T. Kurtzweil

Title: Chief Financial Officer

Acknowledged:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Collateral Agent

By: 
Name: R. Tarnas
Title: Vice President

[Signature Page - Trademark Security Agreement]

TRADEMARK
REEL: 006330 FRAME: 0429

AKOUSTIS, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
AKOUSTIS	5129436	January 24, 2017
BULK ONE	5120050	January 10, 2017

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
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None

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
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None