

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wikipad Inc.		02/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Structural Capital Investments II, LP		
Street Address:	3555 Alameda De Las Pulgas, Suite 208		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4716196	GAMEVICE	
Registration Number:	4532482	WIKIPAD	
Registration Number:	4382934	GAME WARP	
Registration Number:	4338158	WARP	
Registration Number:	3932996	WIKIPAD	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	314.552.6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Shoko Naruo		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	62498-163544		
NAME OF SUBMITTER:	Shoko Naruo		
SIGNATURE:	/sn/		
DATE SIGNED:	02/21/2017		
Total Attachments: 13			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Intellectual Property Security Agreement** is made as of February 17, 2017 ("Security Agreement"), by and between **Wikipad Inc.** a Delaware corporation ("Debtor"), and **Structural Capital Investment II, L.P.** ("Lender").

RECITALS

A. Lender and Debtor are entering into the Loan and Security Agreement dated February 17, 2017 (as the same may be modified, amended, supplemented, restated or superseded from time to time, the "Loan Agreement") whereby Lender may provide Advances and other financial accommodations to Debtor pursuant to the terms of the Loan Documents. Terms not defined herein shall have the meanings ascribed to them in the Loan Agreement.

B. In order to induce Lender to make the Advances, Debtor has agreed to grant a security interest in the Collateral (as defined below) to Lender for purposes of securing the obligations of Debtor to Lender, subject to the terms of this Security Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance of all of Debtor's present or future indebtedness, obligations and liabilities to Lender, including, without limitation, such indebtedness, obligations and liabilities under the Loan Agreement and the other documents executed in connection therewith (as the same may be modified, amended, supplemented, restated or superseded from time to time, collectively, the "Loan Documents"), Debtor hereby grants a security interest to Lender, in and to Debtor's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Debtor (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including, without limitation, those set forth on **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "Copyrights").

(b) Any and all trade secrets;

(c) Any and all design rights which may be available to Debtor;

(d) All patents, patent applications and like protections in the United States and outside of the United States including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including,

without limitation, those set forth on **Exhibit B** attached hereto and incorporated herein by this reference (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including, without limitation, those set forth on **Exhibit C** attached hereto and incorporated herein by this reference (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Patents or Trademarks; and

(i) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, in no event shall the Collateral include: (a) any license, contract, or agreement to which Debtor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Debtor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such license, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9406, 9407, 9408 or 9409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that the Collateral shall include and such security interest shall attach immediately (x) at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above and (y) to any all Proceeds, goodwill, products, accessions, rents and profits of or in respect of any of the foregoing such licenses, contract, or agreement; or (b) any intent-to use Trademark applications prior to the filing of a "Statement of Use", "Amendment to Allege Use" or similar filing with regard thereto, to the extent and solely during the period, in which the grant of a security interest therein may impair the validity or enforceability of any Trademark that may issue from such intent to use Trademark application under applicable law.

2. AUTHORIZATION AND REQUEST. Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

3. COVENANTS AND WARRANTIES. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Debtor to its customers or other third parties in the ordinary and normal course of business and any Collateral licensed to Debtor;

(b) Performance of this Security Agreement does not conflict with or result in a breach of any agreement to which Debtor is a party or by which Debtor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Security Agreement constitutes an assignment;

(c) During the term of this Security Agreement, Debtor will not sell, transfer, assign or otherwise encumber any interest in the Collateral, except for (i) non-exclusive licenses granted by Debtor in the ordinary and normal course of its business as now conducted or as set forth in this Security Agreement or as otherwise permitted under the Loan Agreement and (ii) subject to Debtor's execution of appropriate documents, in form acceptable to Lender, to perfect or continue the perfection of Lender's interest in the Collateral, transfers to Affiliates of Debtor;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Debtor shall promptly advise Lender of any material changes in the composition of the Collateral, including but not limited to any subsequent ownership right of Debtor in or to any Copyright, Patent or Trademark not specified in this Security Agreement in the monthly reporting required in the Loan Agreement;

(f) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Copyrights, Patents and Trademarks material to Debtor's business, (ii) use commercially reasonable efforts to detect infringements of the material Copyrights, Patents and Trademarks and promptly advise Lender in writing of material infringements detected in Copyrights, Patents and Trademarks and (iii) not allow any Copyrights, Patents or Trademarks material to Debtor's business to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral;

(h) This Security Agreement creates, and in the case of after acquired Collateral, this Security Agreement will create at the time Debtor first has rights in such after acquired Collateral, in favor of Lender a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of all present or future indebtedness, obligations and liabilities of Debtor to Lender, including, without limitation, such indebtedness, obligations and liabilities under the Loan Agreement and the other Loan Documents, upon making the filings referred to in **Section 3(i)** below, subject only to Permitted Liens;

(i) To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark office with respect to the Patents and Trademarks, (2) the Register of Copyrights with respect to the Copyrights and (3) the UCC Division of the Delaware Secretary of State, necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Security Agreement by Debtor in the United States or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Debtor with respect to the Collateral is accurate and complete in all material respects as of the date supplied;

(k) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that would prevent the creation of a security interest in Debtor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, provided, however, that Debtor shall only be required to use its commercially reasonable efforts to exclude any such provisions in any license of intellectual property from a third party; and

(l) Upon any executive officer of Debtor obtaining actual knowledge thereof, Debtor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Collateral, the ability of Debtor to dispose of any material Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the material Collateral.

4. LENDER'S RIGHTS. Lender shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this Security Agreement to take but which Debtor fails to take, after fifteen (15) days' notice to Debtor. Debtor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this **Section 4**.

5. FURTHER ASSURANCES; ATTORNEY IN FACT.

(a) On a quarterly basis, Debtor agrees to deliver to Lender a report, in form acceptable to Lender and certified by an officer of Debtor, which lists all Copyrights, Patents and Trademarks that are material to the operation of Debtor's business on an on-going basis, and in which Lender does not already have a perfected security interest (the "Quarterly Report"); provided, however, Debtor may provide a general description of the Copyrights by type.

(b) On a continuing basis upon Lender's written request, Debtor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be necessary or advisable, or as reasonably requested by Lender, to perfect Lender's security interest in all Copyrights, Patents and Trademarks, material to the operation of Debtor's business on an on-going basis or the value of the Collateral, and otherwise to carry out the intent and purposes of this Security Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Collateral.

(c) Debtor hereby irrevocably appoints Lender as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, (i) to modify, in its reasonable discretion, Exhibit A, Exhibit B or Exhibit C of this Security Agreement without first obtaining Debtor's approval of or signature to such modification by amending hereof, as appropriate, to include reference to any material right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Debtor where permitted by law and (iii) after the occurrence and during the continuance of an Event of Default, exercise its remedies under the California Uniform Commercial Code.

6. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "Event of Default" under this Security Agreement:

(a) An Event of Default occurs under the Loan Agreement or any of the other Loan Documents; or

(b) Debtor breaches any warranty or covenant or agreement in any material respect made by Debtor in this Security Agreement and, as to any breach that is capable of cure, Debtor fails to cure such breach within thirty (30) days of the occurrence of such breach following written notice thereof to Debtor; provided, however, that if the breach cannot by its nature be cured within the thirty day period or cannot after diligent attempts by Borrower be cured within such thirty day period, and such breach is likely to be cured within a reasonable time, then Debtor shall have an additional reasonable period (which shall not in any case exceed 30 days) to attempt to cure such default, and within such reasonable time period the failure to have cured such default shall not be deemed an Event of Default.

7. REMEDIES. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including, without limitation, the right to require Debtor to assemble the Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Debtor will pay any expenses (including reasonable attorneys' fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including, without limitation, any expense incurred in disposing of the Collateral. All of Lender's rights and remedies with respect to the Collateral shall be cumulative.

8. INDEMNITY. Debtor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Security Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by any of them as a result of or in any way arising out of, following or consequential to transactions between Lender and Debtor, whether under this Security Agreement or otherwise (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of the gross negligence or willful misconduct of Lender.

9. RELEASE OF SECURITY INTEREST; STANDSTILL ON REMEDIES.

(a) At such time as Debtor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Debtor all deeds, assignments, releases, terminations, filings and other instruments as may be necessary or proper to release Lender's security interest hereunder.

(b) Notwithstanding any provision hereof or in the Loan Agreement to the contrary, upon the occurrence of an Event of Default hereunder or under the Loan Agreement, Lender shall forebear from exercising its rights under Section 7 hereunder with respect to Lender's foreclosure on, ownership or possession of, or sale of the Collateral (as defined in this Security

Agreement only) until the latter of (i) a period of ninety (90) days following the date of the Event of Default, or (ii) the date upon which any party other than Lender asserts, perfects, files, creates and/or acts upon a Lien, judgement, attachment, seizure or foreclosure action on any portion of the Collateral (as defined in this Security Agreement) regardless of whether such action (or failure to act) would constitute an Event of Default hereunder or under the Loan Agreement, or (iii) the date upon which Borrower (or its Board of Directors) authorizes or permits the creation of a Lien, judgement, attachment, seizure or foreclosure action on any portion of the Collateral (as defined in this Security Agreement) regardless of whether such action (or failure to act) would constitute an Event of Default hereunder or under the Loan Agreement (the "*Forbearance Period*"). Upon the termination of the Forbearance Period, and without the need for any notification, demand, or consent by Lender or Debtor, Lender shall be entitled to exercise any or all of its rights and remedies hereunder, or under the Loan Agreement, or under applicable law with respect to the Collateral (as defined in this Security Agreement). Nothing herein shall be deemed a waiver by Lender of any of its rights or remedies arising under any other Loan Document, or under applicable law, nor shall this Section 9(b) be deemed a waiver of any Default or Event of Default under any Loan Document including this Security Agreement. Nothing in this Section 9(b) shall require Lender to exercise any rights or remedies following the Forbearance Period or otherwise, and the failure to exercise such rights and remedies shall not be deemed a waiver thereof.

10. NO FAILURE OR DELAY. No failure or delay on the part of Lender, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

11. ATTORNEYS' FEES. If any action relating to this Security Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. AMENDMENTS. This Security Agreement may be amended only by a written instrument signed by Lender and Debtor, except amendments made pursuant to Section 5(c)(i) hereto.

13. COUNTERPARTS. This Security Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Each such Security Agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto and telephonic notification that such executed counterparts has been received by Debtor and Lender.

14. GOVERNING LAW; JURISDICTION; JURY WAIVER. This Security Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Debtor and Lender consent to the

exclusive jurisdiction of any state or federal court located in San Mateo County, California. DEBTOR AND LENDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SECURITY AGREEMENT AND ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

15. CONFLICT. In the event of a conflict between any term and/or provision contained in this Security Agreement with any term and/or provision contained in any of the Loan Documents, the term and/or provision of this Security Agreement shall govern.

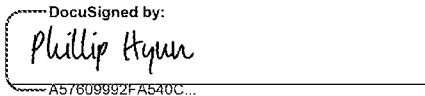
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IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the day and year first above written.

DEBTOR :

WIKIPAD INC.

a Delaware corporation

By:  _____
A57809982FA540C...

Name: Phillip Hyun _____

Title: CEO _____


LENDER:

STRUCTURAL CAPITAL INVESTMENTS II, LP,

a Delaware limited partnership

By: STRUCTURAL CAPITAL GP II, LLC,

a Delaware limited liability company
its General Partner

By:  _____
00DF39B80B68460...

Name: Kai Tse _____

Title: General Partner _____

Exhibit A
COPYRIGHTS

1. REGISTERED:

2. UNREGISTERED:

3. APPLICATIONS IN PROCESS:

Exhibit B**U.S. AND NON U.S. PATENTS AND PATENT APPLICATIONS**

Patent No.	Pending Application No.	Title	Issue Date	Filing Date
9,407,100		Mobile Device Controller	8/2/2016	11/1/2012
D745,036		Display Screen or Portion Thereof with virtual multiple sided graphical user interface icon queue	12/8/2015	10/5/2012
9,126,119		Combination computing device and game controller with flexible bridge section	09/08/2015	02/02/2015
9,114,319		Game Controller	08/25/2015	05/22/2014
D736,859		Tablet computer with integrated game controller and IR blaster	08/18/2015	08/26/2013
9,005,025		Game Controller	04/14/2015	01/31/2012
9,005,026		Game Controller for Tablet Computer	04/14/2015	06/12/2012
8,944,913		Tablet computer with grip rail and game controller	02/03/2015	02/28/2013
8,944,912		Combination game controller and information input device for a tablet computer	02/03/2015	11/19/2012
D713,467		Tablet Computer with Integrated Game Controller	09/16/2014	07/13/2012
D713,468		Game Controller	09/16/2014	07/26/2012

Patent No.	Pending Application No.	Title	Issue Date	Filing Date
8,812,987		Virtual multiple sided virtual rotatable user interface icon queue	08/19/2014	11/19/2012
8,788,348		Combination game controller and point of sale input device	07/22/2014	02/28/2013
8,529,357		Combination tablet computer and game controller with flexible bridge section	09/10/2013	02/28/2013
	14/840,171 Allowed – issue fee paid	Combination Computing Device and Game Controller with Flexible Bridge Section		08/31/2015
	14/840,184 Allowed – issue fee paid	Combination Computing Device and Game Controller with Flexible Bridge Section		08/31/2015
	14/840,196			08/31/2015

Exhibit C**U.S. AND NON U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

(List marks below or indicate "None")

Registration No.	Pending Application No.	Mark	Registration Date	Filing Date
4716196		Gamevice	4/7/2015	8/28/2014
4532482		Wikipad	5/20/2014	7/31/2013
4382934		Game Warp	08/13/2013	10/17/2012
4338158		WARP	5/21/2013	12/12/2012
3932996		Wikipad	3/15/2011	4/3/2010

UNREGISTERED TRADEMARKS: List marks below or indicate "None."