

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Castar, Inc.		05/08/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4786530	TECHNICAL ILLUSIONS	
Registration Number:	4777962	CASTAR	
Registration Number:	4647839	TECHNICAL ILLUSIONS	
Serial Number:	87394579	SIGHTCAST	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F170104		
NAME OF SUBMITTER:	Laura Kenerson		
SIGNATURE:	/Laura Kenerson/		
DATE SIGNED:	05/11/2017		

OP \$115.00 4786530

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of May 8, 2017, by and between SILICON VALLEY BANK, a California corporation (“**Bank**”) and CASTAR, INC., a Delaware corporation with its principal place of business located at 380 Portage Avenue, Palo Alto, California 94306 (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as November 8, 2016 (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement), as amended by that certain First Amendment to Loan and Security Agreement of even date herewith (the “**First Amendment**”).

B. Bank is willing to enter into the First Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(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, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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, the Intellectual Property Collateral shall not include any material license with respect to which Grantor is the licensee that prohibits or otherwise restricts Grantor from granting a security interest in Grantor’s interest in such license (each a “**Restricted License**”), provided that, upon Bank’s request, Grantor shall take such steps as Bank requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for any Restricted License to be deemed “Intellectual Property Collateral” and for Bank to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such Restricted License.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The

provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CASTAR, INC.

By: DocuSigned by:

E64889124DD64C3

Name: Paul Denton

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: DocuSigned by:

2C70768245344C2

Name: Bryce Gerber

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Two section head mounted display	US 9,366,863	06/14/2016
System and method to identify and track objects on a surface	US 9,555,320	01/31/2017
System and method for synchronizing fiducial markers	US 9,626,764	04/18/2017

Allowed Patents Prior to Issue

<u>Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD OF IMMERSIVE RENDERING FOR WIDE FIELD OF VIEW	US 15/340641	11/2/2016

Pending Patent Applications

<u>Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VIRTUAL REALITY ATTACHMENT FOR A HEAD MOUNTED DISPLAY	US 15/331237	10/21/2016
REAL-TIME RETROREFLECTOR IMAGE COMPENSATION	US 62/453316	2/1/2017
SYSTEM AND METHOD OF HAPTIC FEEDBACK BY REFERRAL OF SENSATION	US 15/347590	11/9/2016
AUGMENTED REALITY GLASSES	US 29/575682	8/26/2016
AUGMENTED REALITY WAND	US 29/575680	8/26/2016
CONTENT HUB	US 29/575681	8/26/2016
HMPD WITH MULTILAYER BEAM SPLITTER	US 62/357842	7/1/2016
HMPD WITH NEAR EYE PROJECTION	US 15/205736	7/8/2016

METHOD OF CO-LOCATED SOFTWARE OBJECT SHARING FOR MULTI-PLAYER AUGMENTED REALITY GAMES	US 15/161098	5/20/2016
RETROREFLECTIVE SURFACE WITH INTEGRATED FIDUCIAL MARKERS FOR AN AUGMENTED REALITY SYSTEM*	US 15/160996	5/20/2016
RETROREFLECTIVE LIGHT FIELD DISPLAY*	US 15/074525	3/18/2016
HEAD MOUNTED DISPLAY PERFORMING POST RENDER PROCESSING	US 15/043133	2/12/2016
SYSTEM AND METHOD FOR MULTIPLE SENSOR FIDUCIAL TRACKING	US 14/733708	6/8/2015
SYSTEM AND METHOD FOR RECONFIGURABLE PROJECTED AUGMENTED/VIRTUAL REALITY APPLIANCE**	US 14/267325	5/1/2014

* Matching patent application filed for world PCT

** PCT followed by matching applications in Canada, Europe, Australia, China, Mexico, Japan, Korea, India and Brazil

EXHIBIT C

Trademarks

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Registration/ Application Date</u>
SIGHTCAST	Serial No. 87394579	03/31/2017
CASTAR	Reg USA 4777962	7/21/2015
CASTAR	Canada 1673904	4/17/2015
CASTAR	Madrid Prot 1230779	4/23/2014
CASTAR	M.P. Japan A0042201	3/29/2016
CASTAR	M.P. Korea A0042201	5/9/2016
TECHNICAL ILLUSIONS	USA 4786530	8/4/2015
TECHNICAL ILLUSIONS	USA 4647839	12/2/2014
TECHNICAL ILLUSIONS	Canada 1673903	7/24/2015
TECHNICAL ILLUSIONS	M.P. 1211665	4/23/2014

EXHIBIT D

Mask Works

Description

Registration/
Application/
Number

Registration/
Application/
Date