

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZSPACE, INC.	FORMERLY INFINITE Z, INC.	12/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH CREDIT FUND INC.		
Street Address:	205 N. MICHIGAN AVE., SUITE 930		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4038815	ZSPACE	
Registration Number:	4002620	INFINITE Z	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	326420-107		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	01/02/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of December 29, 2017, between **RUNWAY GROWTH CREDIT FUND INC.**, a Maryland corporation (“**Lender**”) and **ZSPACE, INC.**, a Delaware corporation (formerly known as INFINITE Z, INC., a Delaware corporation) (“**Grantor**”).

RECITALS

A. Lender and Grantor are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of California and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

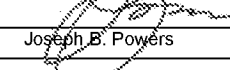
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

490 DeGuigne Dr.
Suite 200
Sunnyvale, CA 94085
Attention: Joseph B. Powers

GRANTOR:

ZSPACE, INC.

By: 
Name: Joseph B. Powers
Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

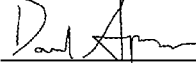
Address of Lender:

205 N Michigan Ave., Suite 930
Chicago, IL 60601

Email: tr@runwaygrowth.com; ka@runwaygrowth.com

LENDER:

RUNWAY GROWTH CREDIT FUND INC.

By:  _____

Name: David Spreng

Title: Chief Executive Officer

EXHIBIT A
COPYRIGHTS

DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
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None.

EXHIBIT B**PATENTS**

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Stereoscopic display system using light field type data	9,848,184	12/19/17
Methods for automatically assessing user handedness in computer systems and the utilization of such information	9,841,821	12/12/17
Operations in a three dimensional display system	9,829,996	11/28/17
Presenting a view within a three dimensional scene	9,824,485	11/21/17
Optimizing stereo video display	9,736,466	08/15/17
Head tracking eyewear system	9,706,191	07/11/17
Detection of partially obscured objects in three dimensional stereoscopic scenes	9,704,285	07/11/17
Virtual plane in a stylus based stereoscopic display system	9,703,400	07/11/17
Modifying perspective of stereoscopic images based on changes in user viewpoint	9,684,994	06/20/17
Modifying displayed images in the coupled zone of a stereoscopic display based on user comfort	9,681,122	06/13/17
Three-dimensional collaboration	9,595,127	03/14/17
Non-linear navigation of a three dimensional stereoscopic display	9,554,126	01/24/17
Head tracked stereoscopic display system that uses light field type data	9,549,174	01/17/17
Head tracking eyewear system	9,473,763	10/18/16
Enhancing the coupled zone of a stereoscopic display	9,467,685	10/11/16
Non-linear navigation of a three dimensional stereoscopic display	9,380,295	06/28/16
Tightly coupled interactive stereo display	9,354,718	05/31/16
Network based 3D design and collaboration	9,342,917	05/17/16
Detection of partially obscured objects in three dimensional stereoscopic scenes	9,299,183	03/29/16
Modifying perspective of stereoscopic images based on changes in user viewpoint	9,292,962	03/22/16
Indirect 3D scene positioning control	9,292,184	03/22/16
3D design and collaboration over a network	9,286,713	03/15/16
Presenting a view within a three dimensional scene	9,202,306	12/01/15
Three-dimensional tracking of a user control device in a volume	9,201,568	12/01/15
Extended overdrive tables and use	9,161,025	10/13/15

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
System and methods for cloud based 3D design and collaboration	9,153,069	10/06/15
Liquid crystal variable drive voltage	9,134,556	09/15/15
Enhancing the coupled zone of a stereoscopic display	9,123,171	09/01/15
Head tracking eyewear system	9,106,903	08/11/15
Three-dimensional tracking of a user control device in a volume	8,970,625	03/03/15
Three button stylus	D719,162	12/09/14
System and methods for cloud based 3D design and collaboration	8,903,958	12/02/14
Liquid crystal variable drive voltage	8,786,529	07/22/14
Modifying perspective of stereoscopic images based on changes in user viewpoint	8,717,423	05/06/14
Presenting a view within a three dimensional scene	8,717,360	05/06/14
Tools for use within a three dimensional scene	8,643,569	02/04/14
Three Dimensional Horizontal Perspective Workstation	7,907,167	03/15/11
Brain Balancing By Binaural Beat	7,769,439	08/03/10
Multi-Plane Horizontal Perspective Display	7,796,134	09/14/10
System And Methods For Using Modified Driving Waveforms To Inhibit Acoustic Noise During Driving Of A Liquid Crystal Polarization Rotator	14/103,002	12/11/13
Zero Parallax Drawing Within A Three Dimensional Display	14/257,623	04/21/14
Dynamically Controlling An Imaging Microscopy System	13/838,571	03/15/13
User Input Device Camera	14/792,844	07/07/15
Three-Dimensional Tracking Of A User Control Device In A Volume Using Orientation Sensing	14/871,863	09/30/15
Three-Dimensional Tracking Of A User Control Device In A Volume Using Position Sensing	14/871,744	09/30/15
Pre-Button Event Stylus Position	14/358,755	05/16/14
Liquid Crystal Variable Drive Voltage	14/838,248	08/27/15
Indirect 3d Scene Positioning Control	15/075,725	03/21/16
Three Dimensional Display System And Use	14/854,458	09/15/15
3d User Interface	15/355,240	11/18/16
3D User Interface - 360- Degree Visualization Of 2D Webpage Content	15/355,298	11/18/16
3D User Interface - Non- Native Stereoscopic Image Conversion	15/355,333	11/18/16
Personal Electronic Device With A Display System	15/223,952	07/29/16

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Means For Automatic Determination Of The Inter Pupillary Distance Of The User Of A Stereoscopic Display	15/288,304	10/07/16
Integration Of Selected Real World Conditions Into The Imagery Presented By A 3D Display System	15/298,956	10/20/16
Pi-Cell Polarization Switch For A Three Dimensional Display System	15/650,117	07/14/17
Stereoscopic 3d Webpage Overlay	15/406,390	01/13/17
Transitioning Between 2D And Stereoscopic 3D Webpage Presentation	15/406,440	01/13/17
Segmented Backlight For Dynamic Contrast	62/447,291	01/17/17

EXHIBIT C
TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
ZSPACE	4,038,815	10/11/11
INFINITE Z	4,002,620	07/26/11