

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upskill, Inc.	FORMERLY APX Labs, Inc.	12/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87733414	SKYLIGHT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7033826485		
Email:	DHall@vplawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	1029 N Stuart Street, Unit 200		
Address Line 4:	Arlington, VIRGINIA 22201		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	05/31/2018		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 15, 2016 by and between SILICON VALLEY BANK (“Bank”) and APX LABS, INC. (formerly: APX LABS, LLC) (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 July 16, 2015 (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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.

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.

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

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.

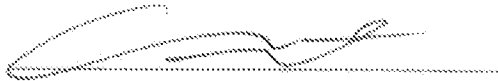
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

APX LABS, INC.

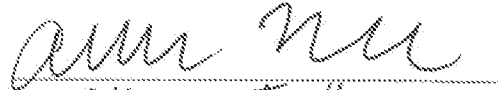


By: CHRIS HOYLE

Title: CEO

BANK:

SILICON VALLEY BANK



By: Alicia Fuller

Title: Director

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK

REEL: 006340 FRAME: 0241

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEMS AND METHODS FOR CONTROLLING OPERATION OF AN ON-BOARD COMPONENT	20160350971 14556593	12/01/2016 12/01/2014
SYSTEMS AND METHODS FOR UNLOCKING A WEARABLE DEVICE	20160098579 14966066	04/07/2016 12/11/2015
SYSTEMS AND METHODS FOR LOOK-INITIATED COMMUNICATION	20150156803 14556668	06/04/2015 12/01/2014
SYSTEMS AND METHODS FOR SHARING INFORMATION BETWEEN USERS OF AUGMENTED REALITY DEVICES	20150156028 14556577	06/04/2015 12/01/2014
SYSTEMS AND METHODS FOR UNLOCKING A WEARABLE DEVICE	9229235 20150153922 14556686	01/05/2016 06/04/2015 12/01/2014
SYSTEMS AND METHODS FOR INTERACTING WITH A VIRTUAL MENU	20150153913 14556622	06/04/2015 12/01/2014
SYSTEMS AND METHODS FOR ACCESSING A NESTED MENU	20150153912 14556556	06/04/2015 12/01/2014
SYSTEMS AND METHODS FOR PROVIDING A VIRTUAL MENU	20150153826 14556639	06/04/2015 12/01/2014
SYSTEMS AND METHODS FOR PROVIDING TASK-BASED INSTRUCTIONS	9460314 20150153571 14556607	10/04/2016 06/04/2015 12/01/2014
METHOD AND SYSTEM FOR REPRESENTING AND INTERACTING WITH GEO-LOCATED MARKERS	20140225814 14180851	08/14/2014 02/14/2014
VISUALLY PASSING DATA THROUGH VIDEO	9224322 20140035951 13566573	12/29/2015 02/06/2014 08/03/2012
ACCESSING APPLICATIONS IN A MOBILE AUGMENTED REALITY ENVIRONMENT	20130201215 13366005	08/08/2013 02/03/2012
METHOD AND SYSTEM FOR REPRESENTING AND INTERACTING WITH GEO-LOCATED MARKERS	20140225814 14180851	08/14/2014 02/14/2014
METHOD AND SYSTEM FOR REPRESENTING AND INTERACTING WITH AUGMENTED REALITY CONTENT	20140267419 14212525	09/18/2014 03/14/2014
OMNIBUS FILINGS FOR HEAD ORIENTATION BASED PATENTS	61/910,419	
SYSTEMS AND METHODS FOR PROVIDING TASKBASED INSTRUCTIONS	20170017361 15281884	01/19/2017 09/30/2016
METHOD AND SYSTEM FOR REPRESENTING AND INTERACTING WITH AUGMENTED REALITY CONTENT	20180018792 15718495	01/18/2018 09/28/2017

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<i>ANCHORPOINT -----dead mark</i>	85719205	
<i>SKYLIGHT -----dead mark</i>	85929174	
<i>LIGHTHOUSE -----dead mark</i>	85929183	
<i>TRUAR -----dead mark</i>	85929181	
<i>APX – owned by Battlefield Telecommunications Systems, LLC</i>	85379229	07/23/2011
SKYLIGHT	87225022	11/03/2016
UPSKILL	87224996	11/03/2016
SKYLIGHT	87733414	12/24/2017

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "APX LABS, INC.", CHANGING ITS NAME FROM "APX LABS, INC." TO "UPSKILL, INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF JANUARY, A.D. 2017, AT 10:35 O`CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

5500179 8100
SR# 20170344896

Authentication: 201903045
Date: 01-20-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 006340 FRAME: 0246

FOURTH CERTIFICATE OF AMENDMENT OF
SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
APX LABS, INC.

APX Labs, Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Corporation**"), hereby certifies as follows:

FIRST: Article I of the Second Amended and Restated Certificate of Incorporation of the Corporation, (the "**Certificate**"), is hereby amended in its entirety to read as follows:

ARTICLE I

The name of this Corporation is Upskill, Inc. (the "**Corporation**").

SECOND: That the foregoing amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, APX Labs, Inc. has caused this certificate to be signed this 20th day of January, 2017.

APX Labs, Inc.

By: 
Name: Chris Hoyt
Title: Chief Financial Officer

[Signature Page to Fourth Certificate of Amendment]