

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tactus Technology, Inc.		09/19/2018	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:	87168710	TRUEWRITE	
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@vlpawgroup.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:	09/26/2018		
Total Attachments: 14			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 19, 2018 by and between SILICON VALLEY BANK (“Bank”) and TACTUS TECHNOLOGY, INC. (“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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of May 4, 2018, as amended by that certain Default Waiver and First Amendment to Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated September 19, 2018 (as the same may be further 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 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:

TACTUS TECHNOLOGY, INC.

DocuSigned by:
Perry Constantine
045639081AC340F...
By: Perry Constantine
Title: CEO

BANK:

SILICON VALLEY BANK

DocuSigned by:
Bellet Eliasnia
1F7022D6829741C...
By: Bellet Eliasnia
Title: Director - Advisory Services

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
USER INTERFACE SYSTEM	20170212595	07/27/2017
	15480990	04/06/2017
DYNAMIC TACTILE INTERFACE	20170199573	07/13/2017
	15214730	07/20/2016
DYNAMIC TACTILE INTERFACE AND METHODS	20170199572	07/13/2017
	15214304	07/19/2016
METHOD FOR ACTUATING A TACTILE INTERFACE LAYER	20170199571	07/13/2017
	15214247	07/19/2016
DYNAMIC TACTILE INTERFACE	20170185188	06/29/2017
	15459194	03/15/2017
USER INTERFACE SYSTEM AND METHOD	20170060247	03/02/2017
	15348514	11/10/2016
METHOD FOR REMOTELY SHARING TOUCH	20170060246	03/02/2017
	15347574	11/09/2016
SYSTEM FOR ENHANCING STYLUS FEEBACK	20170038842	02/09/2017
	15227726	08/03/2016
METHOD FOR TACTILELY OUTPUTTING DATA ON A COMPUTING DEVICE	20170024054	01/26/2017
	15068400	03/11/2016
USER INTERFACE SYSTEM	20170003745	01/05/2017
	15267789	09/16/2016
SYSTEM AND METHODS FOR RAISED TOUCH SCREENS	20160364000	12/15/2016
	15233645	08/10/2016
DYNAMIC TACTILE INTERFACE AND METHODS	20160357326	12/08/2016
	15237960	08/16/2016
DYNAMIC TACTILE INTERFACE	20160328020	11/10/2016
	15214201	07/19/2016
METHOD OF ACTUATING A TACTILE INTERFACE LAYER	20160266712	09/15/2016
	15161501	05/23/2016
USER INTERFACE SYSTEM	20160252961	09/01/2016
	15152408	05/11/2016

METHOD FOR INTERACTING WITH A DYNAMIC TACTILE INTERFACE	20160239137 15056127	08/18/2016 02/29/2016
USER INTERFACE	20160231841 15133867	08/11/2016 04/20/2016
TOUCH LAYER FOR MOBILE COMPUTING DEVICE	20160221316 14996087	08/04/2016 01/14/2016
DYNAMIC TACTILE INTERFACE	20160188086 14843583	06/30/2016 09/02/2015
TACTILE INTERFACE FOR A COMPUTING DEVICE	20160188068 14821526	06/30/2016 08/07/2015
DYNAMIC TACTILE INTERFACE	9557915 20160187982 14845110	01/31/2017 06/30/2016 09/03/2015
MANUAL FLUID ACTUATOR	20160187981 14807646	06/30/2016 07/23/2015
DYNAMIC TACTILE INTERFACE	20160187980 14806952	06/30/2016 07/23/2015
TACTILE INTERFACE FOR A COMPUTING DEVICE	9588684 20160179272 14815771	03/07/2017 06/23/2016 07/31/2015
METHOD FOR ACTUATING A TACTILE INTERFACE LAYER	20160162064 15046123	06/09/2016 02/17/2016
DYNAMIC TACTILE INTERFACE	20160162029 15044187	06/09/2016 02/16/2016
DYNAMIC TACTILE INTERFACE AND METHODS	20160139698 15006744	05/19/2016 01/26/2016
METHOD FOR ADJUSTING THE USER INTERFACE OF A DEVICE	20160077662 14955468	03/17/2016 12/01/2015
USER INTERFACE SYSTEM	20160054833 14927859	02/25/2016 10/30/2015
USER INTERFACE SYSTEM AND METHOD	9619030 20150378435 14575826	04/11/2017 12/31/2015 12/18/2014
DYNAMIC TACTILE INTERFACE	9588683 20150331525 14807750	03/07/2017 11/19/2015 07/23/2015

USER INTERFACE ENHANCEMENT SYSTEM	20150331514	11/19/2015
	14807734	07/23/2015
USER INTERFACE SYSTEM	20150324040	11/12/2015
	14802589	07/17/2015
DYNAMIC TACTILE INTERFACE	20150293633	10/15/2015
	14682920	04/09/2015
DYNAMIC TACTILE INTERFACE AND METHODS	9405417	08/02/2016
	20150293591	10/15/2015
	14495709	09/24/2014
USER INTERFACE SYSTEM	20150253853	09/10/2015
	14697414	04/27/2015
SYSTEM AND METHODS FOR RAISED TOUCH SCREENS	20150248165	09/03/2015
	14715318	05/18/2015
USER INTERFACE SYSTEM	20150248164	09/03/2015
	14715200	05/18/2015
USER INTERFACE AND METHODS	9495055	11/15/2016
	20150242020	08/27/2015
	14711558	05/13/2015
USER INTERFACE SYSTEM	9477308	10/25/2016
	20150227205	08/13/2015
	14691344	04/20/2015
DYNAMIC TACTILE INTERFACE	9372565	06/21/2016
	20150205420	07/23/2015
	14552322	11/24/2014
DYNAMIC TACTILE INTERFACE	9430074	08/30/2016
	20150205419	07/23/2015
	14552312	11/24/2014
DYNAMIC TACTILE INTERFACE	20150205417	07/23/2015
	14591820	01/07/2015
DYNAMIC TACTILE INTERFACE	20150205416	07/23/2015
	14591811	01/07/2015
DYNAMIC TACTILE INTERFACE	20150205368	07/23/2015
	14591807	01/07/2015
DYNAMIC TACTILE INTERFACE	20150205355	07/23/2015
	14591841	01/07/2015

METHOD FOR REDUCING PERCEIVED OPTICAL DISTORTION	9557813	01/31/2017
	20150177906	06/25/2015
	14320041	06/30/2014
METHOD FOR ACTUATING A TACTILE INTERFACE LAYER	9448630	09/20/2016
	20150177839	06/25/2015
	14635304	03/02/2015
USER INTERFACE SYSTEM AND METHOD	9524025	12/20/2016
	20150130766	05/14/2015
	14597576	01/15/2015
TOUCH SENSOR	20150130754	05/14/2015
	14498659	09/26/2014
SYSTEM FOR COOLING AN INTEGRATED CIRCUIT WITHIN A COMPUTING DEVICE	20150070836	03/12/2015
	14184471	02/19/2014
SYSTEM FOR COOLING AN INTEGRATED CIRCUIT WITHIN A COMPUTING DEVICE	20150029658	01/29/2015
	14184460	02/19/2014
METHOD FOR REMOTELY SHARING TOUCH	20140313142	10/23/2014
	14196311	03/4/2014
USER INTERFACE SYSTEM	9019228	04/28/2015
	20140285424	09/25/2014
	14196195	03/04/2014
METHOD FOR ACTUATING A TACTILE INTERFACE LAYER	9372539	06/21/2016
	20140210789	07/31/2014
	14242352	04/01/2014
SYSTEM AND METHODS FOR RAISED TOUCH SCREENS	9035898	05/19/2015
	20140210761	07/31/2014
	14242312	04/01/2014
USER INTERFACE AND METHODS	9052790	06/09/2015
	20140160064	06/12/2014
	13896098	05/16/2013
USER INTERFACE AND METHODS	9063627	06/23/2015
	20140160063	06/12/2014
	13896090	05/16/2013
DYNAMIC TACTILE INTERFACE	9128525	09/08/2015
	20140160044	06/12/2014
	14081519	11/15/2013
DYNAMIC TACTILE INTERFACE AND METHODS	9280224	03/08/2016

	20140132532	05/15/2014
	14035851	09/24/2013
METHOD FOR ACTUATING A TACTILE INTERFACE LAYER	8723832	05/13/2014
	20140062954	03/06/2014
	14054591	10/15/2013
METHOD FOR ADJUSTING THE USER INTERFACE OF A DEVICE	9229571	01/05/2016
	20140043291	02/13/2014
	14054527	10/15/2013
SYSTEM AND METHODS FOR RAISED TOUCH SCREENS	8717326	05/06/2014
	20130342466	12/26/2013
	14014014	08/29/2013
USER INTERFACE SYSTEM	9098141	08/04/2015
	20130241860	09/19/2013
	13888219	05/06/2013
USER INTERFACE SYSTEM	9626059	04/18/2017
	15006699	01/26/2016
USER INTERFACE SYSTEM	9612659	04/04/2017
	14486743	09/15/2014
BUTTON OVERLAY FOR A VIRTUAL KEYBOARD	D777728	01/31/2017
	D510630	12/01/2014
	29510630	
CRESCENT BUTTON OVERLAY FOR VIRTUAL KEYBOARD	D771634	11/15/2016
	D511699	12/12/2014
	29511699	
DYNAMIC TACTILE INTERFACE WITH EXHIBITING OPTICAL DISPERSION CHARACTERISTICS	9423875	08/23/2016
	14471842	08/28/2014
DYNAMIC TACTILE INTERFACE	9298262	03/29/2016
	14480331	09/08/2014
METHOD FOR ACTUATING A TACTILE INTERFACE LAYER	9298261	03/29/2016
	14471889	08/28/2014
DYNAMIC TACTILE INTERFACE	9239623	01/19/2016
	14480317	09/08/2014
USER INTERFACE SYSTEM	9207795	12/08/2015
	14514134	10/14/2014
DYNAMIC TACTILE INTERFACE	9552065	01/24/2017
	14521350	10/22/2014

USER INTERFACE SYSTEM	9367132	06/14/2016
	13046467	03/11/2011
USER INTERFACE SYSTEM	9274612	03/01/2016
	13414589	03/07/2012
USER INTERFACE ENHANCEMENT SYSTEM	9116617	08/25/2015
	13465772	05/07/2012
USER INTERFACE SYSTEM	9075525	07/07/2015
	13456031	04/25/2012
USER INTERFACE SYSTEM	9013417	04/21/2015
	13090213	04/19/2011
METHOD FOR ACTUATING A TACTILE INTERFACE LAYER	8970403	03/03/2015
	13090217	04/19/2011
USER INTERFACE SYSTEM AND METHOD	8947383	02/03/2015
	13456010	04/25/2012
USER INTERFACE SYSTEM AND METHOD	8928621	01/06/2015
	13278138	10/20/2011
USER INTERFACE SYSTEM	8922510	12/30/2014
	13481676	05/25/2012
USER INTERFACE SYSTEM	8922503	12/30/2014
	12975337	12/21/2010
USER INTERFACE SYSTEM	8922502	12/30/2014
	12975329	12/21/2010
USER INTERFACE SYSTEM	8704790	04/22/2014
	13278125	10/20/2011
METHOD FOR ASSISTING USER INPUT TO A DEVICE	8619035	12/31/2013
	13024241	02/09/2011
METHOD FOR ADJUSTING THE USER INTERFACE OF A DEVICE	8587548	11/19/2013
	20120218213	08/30/2012
	13465737	05/07/2012
METHOD FOR ACTUATING A TACTILE INTERFACE LAYER	8587541	11/19/2013
	13090208	04/19/2011
USER INTERFACE SYSTEM	8570295	10/29/2013
	13414595	03/07/2012
USER INTERFACE SYSTEM	8553005	10/08/2013
	13414602	03/07/2012

SYSTEM AND METHODS FOR RAISED TOUCH SCREENS	8547339 11969848	10/01/2013 01/04/2008
USER INTERFACE SYSTEM	8456438 13418233	06/04/2013 03/12/2012
USER INTERFACE SYSTEM	8199124 12652708	06/12/2012 01/05/2010
USER INTERFACE SYSTEM	8179377 12652704	05/15/2012 01/05/2010
USER INTERFACE SYSTEM AND METHOD	8179375 12497622	05/15/2012 06/03/2009
USER INTERFACE SYSTEM	8154527 12319334	04/10/2012 01/05/2009
USER INTERFACE ENHANCEMENT SYSTEM	8207950 20110012851 12830430	06/26/2012 01/20/2011 07/05/2010
METHOD FOR ADJUSTING THE USER INTERFACE OF A DEVICE	8243038 20110001613 12830426	08/14/2012 01/06/2011 07/05/2010

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TRUEWRITE	87168710	09/12/2016

EXHIBIT D

Mask Works

	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE			