

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REALWEAR, INC.		10/05/2018	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH CREDIT FUND INC.		
Street Address:	205 N. Michigan Avenue		
Internal Address:	Suite 4200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5361195	REALWEAR	
Registration Number:	5361197	W	
Registration Number:	5278184	HMT-1	
Registration Number:	5556410	HMT-1Z1	
Registration Number:	5556510	FREE YOUR HANDS	
Serial Number:	87262051	WEARHF	
Serial Number:	87262071	WEARML	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927216		
Email:	enewby@fredlaw.com		
Correspondent Name:	Emma Newby, Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 South 6th St., Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Emma Newby		
SIGNATURE:	/Emma Newby/		

OP \$190.00 5361195

DATE SIGNED:	02/21/2019
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified, this “**Agreement**”) is entered into as of October 5, 2018 by and between **RUNWAY GROWTH CREDIT FUND INC.**, a Maryland corporation (“**Lender**”) and **REALWEAR, INC.**, a Washington 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.

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:

REALWEAR, INC.

DocuSigned by:

Andrew Lowery

By:

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Title: CEO

Name: Andrew Lowery

TRADEMARK

REEL: 006569 FRAME: 0866

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.

LENDER:

RUNWAY GROWTH CREDIT FUND INC.

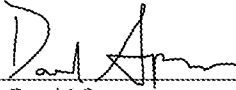
By: 
Name: David Spreng
Title: Chief Executive Officer

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
None		

EXHIBIT B**Patents**

Description	Patent / Application Number	Issue / Application Date
Articulating Components For A Head-Mounted Display	15/390,375	23-Dec-16
Context Based Content Navigation For Wearable Display	15/390,389	23-Dec-16
Interchangeable Optics for a Head-Mounted Display	15/390,363	23-Dec-16
Hands-Free Navigation Of Touch-Based Operating Systems	15/390,191	23-Dec-16
Modular Components for a Head-Mounted Display	15/390,380	23-Dec-16
Multi-Process Access To A Single-Process Resource	15/650,602	14-Jul-17
Audible And Visual Operational Modes For A Head-Mounted Display Device	15/697,281	6-Sep-17
Hands-Free Contextually Aware Object Interaction For Wearable Display	15/697,214	6-Sep-17
Multi-Mode Noise Cancellation For Voice Detection	15/697,176	6-Sep-17
Enhanced Telestrator For Wearable Devices	15/697,279	6-Sep-17
Modular Components for a Head-Mounted Display	PCT/US2017/064904	6-Dec-17
Articulating Components For A Head-Mounted Display	PCT/US2017/064902	6-Dec-17
Interchangeable Optics for a Head-Mounted Display	PCT/US2017/064898	6-Dec-17
Hands-Free Navigation Of Touch-Based Operating Systems	PCT/US2017/064905	6-Dec-17
Context Based Content Navigation For Wearable Display	PCT/US2017/066656	15-Dec-17
Hands-Free Contextually Aware Object Interaction For Wearable Display	PCT/US2017/068123	22-Dec-17
Voice Tagging Of Video While Recording	62/611,895	29-Dec-17
Releasably-Engageable Strap Loop	15/858,827	29-Dec-17
Head Mounted Display Mounting Assembly	16/004,030	8-Jun-18
Customizing User Interfaces of Binary Applications	16/007,773	13-Jun-18
Multi-Process Access To A Single-Process Resource	PCT/US2018/041091	6-Jul-18
Voice Activated Authentication	62/696,731	11-Jul-18
Automatically Adjusting Head-Mounted Display	16/035,382	13-Jul-18
Multi-Mode Noise Cancellation For Voice Detection	PCT/US2018/049380	4-Sep-18

Audible And Visual Operational Modes For A Head-Mounted Display Device	PCT/US2018/049362	4-Sep-18
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EXHIBIT C

Trademarks

Mark	Application no. / Registration no.	Appl. Date / Registration Date	Country	Status
REALWEAR	5361195	December 19, 2017	U.S.	Registered
"W" Logo	5361197	December 19, 2017	U.S.	Registered
HMT-1	5278184	August 29, 2017	U.S.	Registered
HMT-1Z1	5556410	September 4, 2018	U.S.	Registered
FREE YOUR HANDS	5556510	September 4, 2018	U.S.	Registered
WEARHF	87/262,051	December 8, 2016	U.S.	Application under examination
WEARML	87/262,071	December 8, 2016	U.S.	Abandoned