

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oblong Industries, Inc.		09/12/2019	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: 5			
Property Type	Number	Word Mark	
Serial Number:	88302555	RUMPUS	
Serial Number:	85826920	INFOPRESENCE	
Serial Number:	85788770	MEZZANINE	
Serial Number:	78972791	G-SPEAK	
Serial Number:	78965489	OBLONG	
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:	12703 Hitchcock Court		
Address Line 4:	Reston, VIRGINIA 20191		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	09/13/2019		
Total Attachments: 13			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 12, 2019 by and between SILICON VALLEY BANK (“Bank”) and OBLONG INDUSTRIES, 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 July 27, 2015 (as the same has been and 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.

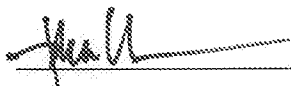
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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:

OBLONG INDUSTRIES, INC.



By: John Underkoffler

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006743 FRAME: 0977

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:

OBLONG INDUSTRIES, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

Mark Turk

By: *Mark Turk*

Title: *Managing Director*

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006743 FRAME: 0978

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VISUAL COLLABORATION INTERFACE	20190272043 16418637	09/05/2019 05/21/2019
OPERATING ENVIRONMENT WITH GESTURAL CONTROL AND MULTIPLE CLIENT DEVICES, DISPLAYS, AND USERS	20190220100 16368692	07/18/2019 03/28/2019
DETECTING, REPRESENTING, AND INTERPRETING THREE-SPACE INPUT: GESTURAL CONTINUUM SUBSUMING FREESPACE, PROXIMAL, AND SURFACE-CONTACT MODES	20190187801 16265798	06/20/2019 02/01/2019
MULTI-PROCESS INTERACTIVE SYSTEMS AND METHODS	20190171496 16253554	06/06/2019 01/22/2019
Operating environment with gestural control and multiple client devices, displays, and users	10353483 20180348883 16051829	07/16/2019 12/06/2018 08/01/2018
Visual collaboration interface	10338693 20180299966 15949961	07/02/2019 10/18/2018 04/10/2018
SYSTEMS AND METHODS FOR USER INPUT DEVICE TRACKING IN A SPATIAL OPERATING ENVIRONMENT	20180225007 15890189	08/09/2018 02/06/2018
Adaptive tracking system for spatial input devices	10255489 20180218205 15926280	04/09/2019 08/02/2018 03/20/2018
OPERATING ENVIRONMENT COMPRISING MULTIPLE CLIENT DEVICES, MULTIPLE DISPLAYS, MULTIPLE USERS, AND GESTURAL CONTROL	20180203520 15918636	07/19/2018 03/12/2018
DETECTING, REPRESENTING, AND INTERPRETING THREE-SPACE INPUT: GESTURAL CONTINUUM SUBSUMING FREESPACE, PROXIMAL, AND SURFACE-CONTACT MODES	20180173313 15280473	06/21/2018 09/29/2016
Multi-process interactive systems and methods	10223418 20180144030 15875661	03/05/2019 05/24/2018 01/19/2018
SPATIAL, MULTI-MODAL CONTROL DEVICE FOR USE WITH SPATIAL OPERATING SYSTEM	20180136734 15786902	05/17/2018 10/18/2017

Operating environment with gestural control and multiple client devices, displays, and users	10067571 20180107281 15843753	09/04/2018 04/19/2018 12/15/2017
SPATIALLY MEDIATED AUGMENTATIONS OF AND INTERACTIONS AMONG DISTINCT DEVICES AND APPLICATIONS VIA EXTENDED PIXEL MANIFOLD	20180012567 15643264	01/11/2018 07/06/2017
Control system for navigating a principal dimension of a data space	10061392 20180011541 15268766	08/28/2018 01/11/2018 09/19/2016
PROTEINS, POOLS, AND SLAWX IN PROCESSING ENVIRONMENTS	20180004583 15705077	01/04/2018 09/14/2017
Detecting, representing, and interpreting three-space input: gestural continuum subsuming freespace, proximal, and surface-contact modes	10235412 20170351734 15686529	03/19/2019 12/07/2017 08/25/2017
Operating environment with gestural control and multiple client devices, displays, and users	10296099 20170329413 15597687	05/21/2019 11/16/2017 05/17/2017
Adaptive tracking system for spatial input devices	9984285 20170308743 15644092	05/29/2018 10/26/2017 07/07/2017
Operating environment with gestural control and multiple client devices, displays, and users	9880635 20170300122 15582243	01/30/2018 10/19/2017 04/28/2017
MULTI-PROCESS INTERACTIVE SYSTEMS AND METHODS	20170235617 15282171	08/17/2017 09/30/2016
Visual collaboration interface	9990046 15062402	06/05/2018 03/07/2016
Multi-process interactive systems and methods	9971807 14733125	05/15/2018 06/08/2015
Gesture based control using three-dimensional information extracted over an extended depth of field	9778751 14733051	10/03/2017 06/08/2015
Multi-process interactive systems and methods	9933852 14701844	04/03/2018 05/01/2015
Adaptive tracking system for spatial input devices	9740922 14606563	08/22/2017 01/27/2015
System and method for gesture based control system	9606630 14481662	03/28/2017 09/09/2014

Detecting, representing, and interpreting three-space input: gestural continuum subsuming freespace, proximal, and surface-contact modes	9779131 14276093	10/03/2017 05/13/2014
Multi-modal gestural interface	9495013 14224947	11/15/2016 03/25/2014
Remote devices used in a markerless installation of a spatial operating environment incorporating gestural control	9317128 14216500	04/19/2016 03/17/2014
Operating environment with gestural control and multiple client devices, displays, and users	9740293 20150077326 14145016	08/22/2017 03/19/2015 12/31/2013
Operating environment with gestural control and multiple client devices, displays, and users	9684380 20140325373 14078259	06/20/2017 10/30/2014 11/12/2013
PROCESSING TRACKING AND RECOGNITION DATA IN GESTURAL RECOGNITION SYSTEMS	20140240231 14064736	08/28/2014 10/28/2013
Operating environment comprising multiple client devices, multiple displays, multiple users, and gestural control	9952673 20140195988 14048747	04/24/2018 07/10/2014 10/08/2013
Control system for navigating a principal dimension of a data space	9471149 14029450	10/18/2016 09/17/2013
Control system for navigating a principal dimension of a data space	9471148 14029046	10/18/2016 09/17/2013
Control system for navigating a principal dimension of a data space	9471147 14021628	10/18/2016 09/09/2013
Cross-user hand tracking and shape recognition user interface	8890813 20140145929 13888174	11/18/2014 05/29/2014 05/06/2013
Proteins, pools, and slawx in processing environments	9804902 13850837	10/31/2017 03/26/2013
Multi-process interactive systems and methods	9495228 13759472	11/15/2016 02/05/2013
Adaptive tracking system for spatial input devices	8941590 13532628	01/27/2015 06/25/2012
Adaptive tracking system for spatial input devices	8941589 13532527	01/27/2015 06/25/2012
Fast fingertip detection for initializing a vision-based hand tracker	8896531 13430626	11/25/2014 03/26/2012

Fast fingertip detection for initializing a vision-based hand tracker	8941588 13430509	01/27/2015 03/26/2012
Spatial, multi-modal control device for use with spatial operating system	8665213 12789302	03/04/2014 05/27/2010
Spatial, multi-modal control device for use with spatial operating system	8669939 12789262	03/11/2014 05/27/2010
Spatial, multi-modal control device for use with spatial operating system	9823747 12789129	11/21/2017 05/27/2010
Detecting, representing, and interpreting three-space input: gestural continuum subsuming freespace, proximal, and surface-contact modes	8723795 12773667	05/13/2014 05/04/2010
Detecting, representing, and interpreting three-space input: gestural continuum subsuming freespace, proximal, and surface-contact modes	8681098 12773605	03/25/2014 05/04/2010
Multi-process interactive systems and methods	8370383 20100131549 12579354	02/05/2013 05/27/2010 10/14/2009
Multi-process interactive systems and methods	9063801 20100128062 12579340	06/23/2015 05/27/2010 10/14/2009
Multi-process interactive systems and methods	9052970 20100127968 12579372	06/09/2015 05/27/2010 10/14/2009
System and method for gesture based control system	8830168 20100090947 12572698	09/09/2014 04/15/2010 10/02/2009
System and method for gesture based control system	8866740 20100090946 12572689	10/21/2014 04/15/2010 10/02/2009
Gestural control of autonomous and semi-autonomous systems	9910497 20100066676 12557464	03/06/2018 03/18/2010 09/10/2009
Control system for navigating a principal dimension of a data space	8537112 20100060576 12553929	09/17/2013 03/11/2010 09/03/2009
Control system for navigating a principal dimension of a data space	8531396 20100060570 12553845	09/10/2013 03/11/2010 09/03/2009

Control system for navigating a principal dimension of a data space	8537111 20100053304 12553902	09/17/2013 03/04/2010 09/03/2009
Gesture-Based Control System For Vehicle Interfaces	20090278915 12487623	11/12/2009 06/18/2009
Gesture based control using three-dimensional information extracted over an extended depth of field	9075441 20090231278 12417252	07/07/2015 09/17/2009 04/02/2009
Proteins, pools, and slawx in processing environments	8407725 12109263	03/26/2013 04/24/2008
System and method for gesture based control system	7598942 11350697	10/06/2009 02/08/2006

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
RUMPUS	88302555	02/14/2019
INFOPRESENCE	5036792 85826920	09/06/2016 01/18/2013
MEZZANINE	5095660 85788770	12/06/2016 11/27/2012
G-SPEAK	3858432 78972791	10/05/2010 09/12/2006
OBLONG	3862193 78965489	10/12/2010 08/31/2006

EXHIBIT D

Mask Works

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