TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1   ETAS ID: TM548963
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Augmented Reality Concepts, Inc.		10/31/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Western Alliance Bank
Street Address:	2700 W. Sahara Avenue
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89102
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4857949	SPINCAR
Registration Number:	5564808	360° WALKAROUND
Registration Number:	4406826	GLYPHR

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 6142803562
Email: ted.mulligan@wolterskluwer.com
Correspondent Name: Ted Mulligan
Address Line 1:   4400 Easton Commons Way
Address Line 2:   Suite 125
Address Line 4:   Columbus, OHIO 43219

NAME OF SUBMITTER:	Ted Mulligan
SIGNATURE:	/tedmulligan/
DATE SIGNED:	11/11/2019

Total Attachments: 7
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SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 31, 2019 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and AUGMENTED REALITY CONCEPTS, INC. ("Grantor") is made with reference to the Second Amended and Restated Loan and Security Agreement, dated as of October 31, 2019 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit A; provided that in no event shall Trademarks include "intent to use" trademarks;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit A;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

This agreement is an amendment and restatement of that certain Amended and Restated Intellectual Property Security Agreement, dated as of January 30, 2019, by Grantor in favor of Lender (as amended, the "**Existing Intellectual Property Security Agreement**"). Grantor hereby acknowledges, confirms and agrees that the Existing Intellectual Property Security Agreement is in full force and effect on the date

hereof and that the obligations of Lender thereunder are valid, binding and enforceable against Grantor in accordance with the terms thereof. As between Lender, on the one hand, and Grantor, on the other hand, the terms and conditions of the Existing Intellectual Property Security Agreement are, effective as of the date hereof, amended and restated in their entirety and, as so amended and restated, replaced and superseded by the terms and conditions hereof.
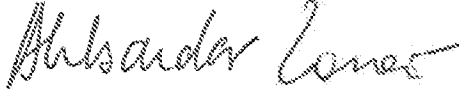
[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:	LENDER:
AUGMENTED REALITY CONCEPTS, INC.	WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

By: _____

Name: __Aleksandar Zorovic_____

Name: _Chris Perkins_____

Title: __COO & CFO_____

Title: _SVP_____

Address for Notices:
Attn:
344 S Warren St., Suite 200
Syracuse, NY 13202-2008
Fax: _____

Address for Notices:
Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
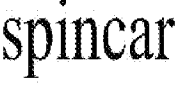Fax: (408) 282-1681

[Signature Page to IPSA]

Patents:

Patent	Owner	Patent Number	Date of Patent
Method and system for generating a 360-degree presentation of an object.	Grantor	9,865,069 B1	1/9/2018

Trademarks/Service Marks:

Mark	Owner	Registration Details	Registration Date
spincar	Grantor	Registration Number: 4857949	11/24/2015
360° Walkaround	Grantor	Registration Number: 5564808	9/18/2018
glyphr	Grantor	Registration Number: 4406826	9/24/2013
360 Suite	Grantor	Unregistered	
SpinCar Mobile Capture	Grantor	Unregistered	
SpinCar Lead Intelligence Reporting	Grantor	Unregistered	
SpinCar.com	Grantor	Unregistered	

Tradenames: None

Copyrights: None

Licenses: None

Trade Secrets: The Grantor's technology and software solutions are trade secrets

Open source, copyleft or community source code:

Mobile Capture App
- Alamofire 4.5.1
- Crashlytics 3.8.6
- Fabric 1.6.13
- IGListKit 3.1.1
- MixPanel 3.2.1
- OpenCV (forked from 2.3.2)

- RICOH THETA API 2.1
- SwiftLint
- SwipeCellKit (forked from 2.3.2)

360 Suite
- Ubuntu packages:
    - build-essential
    - cmake
    - ffmpeg
    - fontconfig
    - htop
    - iptables-persistent
    - libffi-dev
    - libfontconfig1
    - libfreetype6
    - libjpeg-dev
    - libpcre3
    - libpcre3-dev
    - libsdl1.2-dev
    - libsdl-image1.2-dev
    - libssl-dev
    - libstdc++6
    - libxml2-dev
    - libxslt-dev
    - nginx
    - postgresql-client-9.6
    - postgresql-common
    - postgresql-server-dev-9.6
    - python
    - python-cairo
    - python-dev
    - python-rsvg
    - python-setuptools
    - redis-server
    - transcode
    - watchdog
    - yasm

- Python packages:
    - beautifulsoup4==4.5.3
    - boto==2.45.0
    - cairocffi==0.7.2
    - CairoSVG==1.0.20
    - certifi==2016.9.26
    - colorama==0.3.7
    - cryptography==1.7.1

- cssselect==1.0.0
- eventlet==0.20.0
- Flask==0.12
- Flask-Admin==1.4.2
- Flask-Login==0.3.2
- Flask-Security==3.0.0
- Flask-SQLAlchemy==2.2
- Flask-WTF==0.13.1
- gevent==1.2.0
- google-api-python-client==1.6.5
- google-auth-httplib2==0.0.3
- google-auth-oauthlib==0.2.0
- itsdangerous==0.24
- Jinja2==2.8
- lxml==3.7.1
- ndg-httpsclient==0.4.2
- numpy==1.11.3
- oauth2client==4.0.0
- passlib==1.7.0
- Pillow==3.4.2
- psycogreen==1.0
- psycopg2==2.6.2
- pyasn1==0.1.9
- pycrypto==2.6.1
- pygal==2.3.1
- pyOpenSSL==16.2.0
- pytest==3.4.1
- pytz==2016.10
- PyYAML==3.12
- python-dateutil==2.6.0
- redis==2.10.5
- requests==2.12.4
- sauceclient==0.2.1
- scipy==0.18.1
- selenium==3.9.0
- SQLAlchemy==1.1.4
- subprocess32==3.2.7
- suds-jurko==0.6
- termcolor==1.1.0
- tinycss==0.4
- twilio==5.6.0
- urllib3==1.19.1
- uWSGI==2.0.14
- Werkzeug==0.11.13
- WTForms==2.1