

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Void, LLC		02/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VR Boom LLC		
Street Address:	5520 State Farm Road		
City:	Voorheesville		
State/Country:	NEW YORK		
Postal Code:	12186		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4517864	THE MOTH & THE FLAME	
Registration Number:	4875421	THE VOID	
Registration Number:	4878613	THE VOID	
Registration Number:	4883024	RAPTURE	
Registration Number:	4918987	THE VOID	
Registration Number:	5142498	RAPTURE	
Registration Number:	5149385	RAPTURE	
Serial Number:	87955757	NICODEMUS: DEMON OF EVANISHMENT	
Serial Number:	86814342	VOID STUDIOS	
Serial Number:	87178356	STEP BEYOND REALITY	
Serial Number:	86652379	VOID VR	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	617-646-8000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		

OP \$290.00 4517864

Address Line 2: Wolf, Greenfield & Sacks, P.C.
Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER: T0643.40001US00

NAME OF SUBMITTER: Douglas R. Wolf

SIGNATURE: /drw/

DATE SIGNED: 02/25/2020

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of February 18, 2020, by and among **VR BOOM LLC**, a Delaware limited liability company (“**Lender**”), and **THE VOID, LLC**, a Delaware limited liability company (“**Grantor**”).

RECITALS

A. Grantor previously entered into a Loan and Security Agreement dated as of August 19, 2019 (as may have been previously or hereafter be amended, modified or supplemented from time to time, the “**Loan Agreement**”), as Pledgor thereunder, with Lender, as Lender thereunder, pursuant to which Grantor granted to Lender a lien and security interest in all or substantially all of the personal property of Grantor, including but not limited to General Intangibles (as defined in the Uniform Commercial Code under New York law (the “**UCC**”)) of Pledgor, which General Intangibles is part of the Collateral, as defined in the Loan Agreement), and Grantor and Lender desire by execution and delivery of this Agreement, to give further effect to and confirm certain rights of Lender under the Loan Agreement provided to Lender as part of and in return for Lender having agreed to extend certain financial accommodations with regard to the Loan Agreement to Grantor, as borrower (“**Borrower**” which term is used interchangeably herein with Grantor) (the “**Loan**”) in the amounts and manner set forth in the Loan Agreement and the Loan Documents, as defined in the Loan Agreement (as such Loan Documents may be amended, modified or supplemented from time to time; capitalized terms used herein are used as defined in the Loan Agreement). Grantor has requested that Lender and Grantor each execute and deliver to each other a certain amendment to the Loan Documents titled Amendment No. 1 to Loan and Security Agreement and Amendment No. 2 to Amended & Restated Promissory Note (Secured) of The Void, LLC (“**Note Amendment No. 2**”). Lender is willing to execute Note Amendment No. 2, but only upon the condition, among others, that Grantor shall concurrently execute and deliver to Lender this Agreement which confirms and further specifies the grant to Lender of a first priority security interest in Grantor’s Patents, Patent Applications, Trademarks and Trademark Applications, and all other intellectual property, to secure the obligations of Grantor under the Loan Agreement and the Loan Documents.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 and all other agreements now existing or hereafter arising between Borrower and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Grantor grants and pledges to Lender a first priority security interest in all of Grantor's right, title and interest in, to and under its Collateral which consists of intellectual property rights now or hereafter owned, including without limitation the Patents and Patent Applications listed on Schedule A hereto, the Trademark Applications and Trademark Registrations listed on Exhibit B hereto, any inventions and trade secrets, any domain names, unregistered trademarks and servicemarks, trade dress, logos, designs, fictitious business names, any business identifiers, and any other indicia of origin, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), all goodwill arising out of or relating thereto and to Grantor's direct and indirect businesses associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Upon any Event of Default, the Lender may transfer the Collateral which consists of intellectual property rights with the goodwill of Grantor's direct and indirect businesses.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, 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 any of the Loan Documents, 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 the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A and B attached hereto set forth any and all patents and trademark registrations issued by, and all patent applications and trademark applications filed with the United States Patent and Trademark Office. Grantor authorizes Lender (or its designees) to file any and all financing statements, amendments and extensions thereof and other similar filings or public records or notices relating to the perfection of security interests, and amendments thereto relating to the Collateral which consists of intellectual property rights, including without limitation those Patents, Patent Applications, Trademark Applications and Trademark Registrations listed on Exhibits A and B hereto, which the Lender deems appropriate, in form and substance required by the Lender.

Grantor will upon request of the Lender, promptly (a) furnish such further assurances of title as may be required by the Lender, (b) deliver and execute or cause to be delivered and executed, in form and content satisfactory to the Lender, any financing statements, notices, certificates of title, and other documents and pay the cost of filing or recording the same in all public offices deemed necessary by the Lender, as well as any recordation, documentary, or transfer tax required by law to be paid in connection with such filing or recording, and (c) do such other acts as the Lender may reasonably request in order to perfect, preserve, maintain, or continue the perfection of the Lender's security interest in the Collateral and/or its priority hereunder.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Facsimile and scan copies shall be valid as originals.

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.

Address of Grantor:

644 North 200 W
Lindon, UT 84042

GRANTOR:

THE VOID, LLC

By: _____
Name: _____
Title: _____


L. PORREQUIN
CGO

LENDER:

VR BOOM LLC

By: _____
Name: James G. Bennett III
Title: Manager

Address of Lender:

2506 Barcelona Drive
Fort Lauderdale, FL 33301

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GRANTOR:

THE VOID, LLC

Address of Grantor:

644 North 200 W
Lindon, UT 84042

By: _____
Name:
Title:

LENDER:

VR BOOM LLC

Address of Lender:

2506 Barcelona Drive
Fort Lauderdale, FL 33301

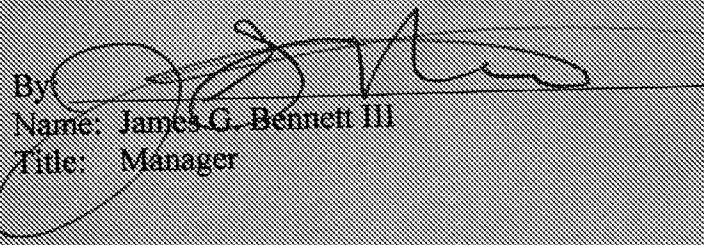
By: 
Name: James G. Bennett III
Title: Manager

EXHIBIT A

Patents

Title	Serial No.	Filing Date	Status	Summary
HEAD MOUNT UNIT FOR VIRTUAL REALITY SYSTEM	29/559,804	3/31/2016	Issued	Design patent related to a head mount unit for a virtual reality system.
GUN FOR VIRTUAL REALITY SYSTEM	29/590,972	1/14/2017	Issued	Design patent related to a gun for a virtual reality system.
SUITING STATION	29/590,973	1/14/2017	Issued	Design patent related to a suiting station.
HEAD MOUNT DISPLAY WITH AUTOMATIC INTER-PUPILLARY DISTANCE ADJUSTMENT	15/284,851	10/4/2016	Issued	Utility patent application that relates to a head mount display for use with a virtual reality system allowing for an automatic adjustment of an inter-lens distance based on a particular user's inter-pupillary distance (IPD)
COMBINED VIRTUAL AND PHYSICAL ENVIRONMENT	14/942,878	11/16/2015	Pending	Utility patent application related to the creation of an immersive environment in which users may experience a combination of virtual and physical interactions.
REDIRECTED MOVEMENT IN A COMBINED VIRTUAL AND PHYSICAL ENVIRONMENT	15/183,839	6/16/2016	Pending	Utility patent application related to redirected movement in a combined physical and virtual environment, in which a user's position in a physical environment is displayed in an offset position within the virtual environment.
REDIRECTED MOVEMENT IN A COMBINED VIRTUAL AND PHYSICAL ENVIRONMENT	201780037622.3	6/16/2017 (local filing date: 12/17/2018)	Pending	National (CN) patent application related to 1053P002.
REDIRECTED MOVEMENT IN A COMBINED VIRTUAL AND PHYSICAL ENVIRONMENT	PI 2018002593	6/16/2017 (local filing date: 12/14/2018)	Pending	National (MY) patent application related to 1053P002.

Title	Serial No.	Filing Date	Status	Summary
HYBRID LENS FOR HEAD MOUNT DISPLAY	15/430,949	2/13/2017	Pending	Utility patent application related to an optical system or assembly that includes a first optical element and a second optical element arranged relative to each other such as in an annular, adjacent or other configuration.
TEAM FLOW CONTROL IN A MIXED PHYSICAL AND VIRTUAL REALITY ENVIRONMENT	15/624,716	6/16/2017	Pending	Utility patent application related to controlling the flow of teams of one or more participants through different geographical areas of a mixed virtual reality and physical experience that takes place on an attraction stage.
VIRTUAL EXPERIENCE PILLARS	62/860,206	6/11/2019	Pending	Utility patent application related to the "pillar illusion" used in virtual experiences.
GUIDE-ASSISTED VIRTUAL EXPERIENCES	16/523,898	7/26/2019	Pending	Utility patent application related to a Skylark-like control system for managing the flow of virtual experiences.
HEAD MOUNT DISPLAY WITH NEAR-EYE PROJECTION FOR VIRTUAL REALITY SYSTEM	15/456,299	3/10/2017	Pending	Utility patent application related to a head mount display (HMD) unit that provides visual content, such as video, through a projection system incorporated within the HMD unit.

Trademarks

Mark	Registration Number	Registration Date
THE VOID	018055980	11/15/2019
THE VOID Logo	018056004	11/15/2019
VOID Logo	018056006	11/15/2019
STEP BEYOND REALITY	018056015	11/15/2019
THE VOID STEP BEYOND REALITY	018056020	11/15/2019
NICODEMUS	018056021	11/13/2019
THE MOTH & THE FLAME	1206181	05/06/2014
THE MOTH & THE FLAME	1206181	05/06/2014
THE MOTH & THE FLAME	1206181	05/06/2014
THE MOTH & THE FLAME	1206181	05/06/2014
THE MOTH & THE FLAME	1206181	05/06/2014
THE VOID	1255091	01/16/2015
THE VOID	1255091	01/16/2015

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THE VOID	1255091	01/16/2015
THE VOID	1255091	01/16/2015
THE VOID	1255091	01/16/2015
THE VOID	1255091	01/16/2015
THE VOID Logo	1267396	07/28/2015
THE VOID Logo	1267396	07/28/2015
THE VOID Logo	1267396	07/28/2015
THE VOID Logo	1267396	07/28/2015
THE VOID Logo	1267396	07/28/2015
THE VOID Logo	1267396	07/28/2015
THE VOID Logo	1267396	07/28/2015
THE VOID Logo	1267396	07/28/2015
RAPTURE	1280402	07/28/2015
RAPTURE	1280402	07/28/2015
RAPTURE	1280402	07/28/2015

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Mark	Registration Number	Registration Date
RAPTURE	1280402	07/28/2015
RAPTURE	1280402	07/28/2015
RAPTURE	1280402	07/28/2015
RAPTURE	1280402	07/28/2015
RAPTURE (Stylized)	1313972	07/14/2016
RAPTURE (Stylized)	1313972	07/14/2016
RAPTURE (Stylized)	1313972	07/14/2016
RAPTURE (Stylized)	1313972	07/14/2016
STEP BEYOND REALITY	1343707	01/24/2017
STEP BEYOND REALITY	1343707	01/24/2017
STEP BEYOND REALITY	1343707	01/24/2017
STEP BEYOND REALITY	1343707	01/24/2017
STEP BEYOND REALITY	1343707	01/24/2017
THE MOTH & THE FLAME	4517864	04/22/2014

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Mark	Registration Number	Registration Date
THE VOID	4875421	12/22/2015
THE VOID Logo	4878613	12/29/2015
RAPTURE	4883024	01/05/2016
THE VOID	4918987	03/15/2016
RAPTURE	5142498	02/14/2017
RAPTURE (Stylized)	5149385	02/28/2017
THE VOID Logo	TMA1040603	07/12/2019

Mark	Application Number	Application Date
NICODEMUS: DEMON OF EVANISHMENT	87/955757	06/10/2018
VOID STUDIOS	86/814342	11/09/2015
STEP BEYOND REALITY	87/178356	09/21/2016
VOID VR	86/652379	06/04/2015
NICODEMUS	2007142	05/03/2019

THE VOID STEP BEYOND REALITY	2007133	05/03/2019
RAPTURE	2007141	05/03/2019
RAPTURE (Stylized)	2007140	05/03/2019
THE VOID	2007136	05/03/2019
THE VOID Logo	2007135	05/03/2019
VOID Logo	2007134	05/03/2019
STEP BEYOND REALITY	2007137	05/03/2019
RAPTURE	1739451	07/29/2015
THE VOID	1711406	01/19/2015
RAPTURE	018056008	04/26/2019
RAPTURE (Stylized)	018056011	04/26/2019
NICODEMUS	076617	12/27/2018
RAPTURE	076621	12/27/2018
RAPTURE (Stylized)	076623	12/27/2018
STEP BEYOND REALITY	076622	12/27/2018

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THE VOID	076618	12/27/2018
THE VOID Logo	076620	12/27/2018
THE VOID STEP BEYOND REALITY	076624	12/27/2018
TRAVEL BEYOND REALITY	076891	02/11/2019
VOID Logo	076619	12/27/2018
THE VOID	2018071480	10/15/2018
THE VOID	2018071485	10/15/2018
BACKTOP		08/24/2015

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