

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577494

| | | | |
|---|----------------------------------|---------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Citibank, N.A., as Collateral Agent | | 05/21/2020 | National Banking Association: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Magic Leap, Inc. | | |
| Street Address: | 7500 West Sunrise Boulevard | | |
| City: | Plantation | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33322 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88879017 | | |
| Serial Number: | 88650705 | PANCAKE PALS | |
| Serial Number: | 88638058 | REALITY IS JUST BEGINNING | |
| Serial Number: | 88617635 | THE LAST LIGHT | |
| Serial Number: | 88877053 | | |
| Serial Number: | 88725374 | MAGIC LEAP 1 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4156932222 | | |
| <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: | 4156932000 | | |
| Email: | crhem@cooley.com | | |
| Correspondent Name: | Cooley LLP | | |
| Address Line 1: | 101 California Street, 5th Floor | | |
| Address Line 4: | San Francisco, CALIFORNIA 94111 | | |
| ATTORNEY DOCKET NUMBER: | 328560-205 | | |
| NAME OF SUBMITTER: | C. Rhem | | |
| SIGNATURE: | /CR/ | | |
| DATE SIGNED: | 05/21/2020 | | |

CH \$165.00 88879017

Total Attachments: 6

source=Magic Leap - Supplement to Trademark Security Agreement (2020) - Executed#page1.tif

source=Magic Leap - Supplement to Trademark Security Agreement (2020) - Executed#page2.tif

source=Magic Leap - Supplement to Trademark Security Agreement (2020) - Executed#page3.tif

source=Magic Leap - Supplement to Trademark Security Agreement (2020) - Executed#page4.tif

source=Magic Leap - Supplement to Trademark Security Agreement (2020) - Executed#page5.tif

source=Magic Leap - Supplement to Trademark Security Agreement (2020) - Executed#page6.tif

SUPPLEMENT NO. 1 TO THE TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2020 (this “Supplement No. 1 to the Trademark Security Agreement” or this “Agreement”), TO THE TRADEMARK SECURITY AGREEMENT (as defined below) among Magic Leap, Inc. (the “Grantor”) and Citibank, N.A. (as successor-in-interest to JPMorgan Chase Bank N.A.), as Collateral Agent (in such capacity, together with its successors and assigns, the “Collateral Agent”).

WHEREAS, the Grantor has acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement;

WHEREAS, Schedule 1 to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Grantor since the date of execution of the Trademark Security Agreement; and

WHEREAS, reference is made to (i) the Amended and Restated Collateral Agreement dated as of May 21, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Company, the other grantors from time to time party thereto and the Collateral Agent and (ii) that certain Trademark Security Agreement, dated as of August 20, 2019, among Grantor, Molecular Imprints, Inc., and JPMorgan Chase Bank N.A., as collateral agent (the “Trademark Security Agreement”).

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Supplement No. 1 to the Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in the Collateral Agreement also apply to this Supplement No. 1 to the Trademark Security Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of all Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the registrations and applications thereof listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement and the Trademark Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement No. 1 to the Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Supplement No. 1 to the Trademark Security Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Supplement No. 1 to the Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement No. 1 to the Trademark Security Agreement.

SECTION 5. GOVERNING LAW. THIS SUPPLEMENT NO. 1 TO THE TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MAGIC LEAP, INC.

By: 

Name: Rony Abovitz

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

MOLECULAR IMPRINTS, INC.

By: 

Name: Rony Abovitz

Title: Chief Executive Officer and President



[Signature Page to Trademark Security Agreement]

CITIBANK, N.A., as Collateral Agent,

By: 
Name: Miriam Molina
Title: Senior Trust Officer

Schedule I

US Trademark Registrations and Published Trademark Applications

| Trademark | Serial / Application Number |
|--|------------------------------------|
| Outfit Icon  | 88879017 |
| PANCAKE PALS | 88650705 |
| REALITY IS JUST BEGINNING | 88638058 |
| THE LAST LIGHT | 88617635 |
| Zero Iteration Icon  | 88877053 |
| MAGIC LEAP 1 | 88725374 |