

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLO BIG BOSS LTD.		08/05/2020	Company: HONG KONG
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	87865592	SANDBOX VR	
Serial Number:	88034054		
Serial Number:	88094537	PLAY AGAIN. TOGETHER	
Serial Number:	88094529	ESCAPE TOGETHER	
Serial Number:	88217926	REALITY ELEVATED	
Serial Number:	88224778	SANDBOX	
Serial Number:	88288568	SANDBOX	
Serial Number:	88375941	IN HERE, IT'S POSSIBLE.	
Serial Number:	88496632	CYBERDUEL	
Serial Number:	88074666	REALITY EVOLVED	
Serial Number:	88657095	UNBOUND FIGHTING LEAGUE	
Serial Number:	88657072	UFL	
Serial Number:	88975952		
Serial Number:	87781663	SANDBOX VR	
Serial Number:	88668750		
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>			

OP \$390.00 87865592

TRADEMARK

Phone: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Nathan Mullins
Address Line 1: 1025 Vermont Ave., NW, STE 1130
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1256358

NAME OF SUBMITTER: Sarah Mackin

SIGNATURE: /Sarah Mackin/

DATE SIGNED: 08/20/2020

Total Attachments: 11

source=Closing Copy - I06. Intellectual Property Security Agreement (Glo Big Boss) - Sandbox VR, Inc#page1.tif
source=Closing Copy - I06. Intellectual Property Security Agreement (Glo Big Boss) - Sandbox VR, Inc#page2.tif
source=Closing Copy - I06. Intellectual Property Security Agreement (Glo Big Boss) - Sandbox VR, Inc#page3.tif
source=Closing Copy - I06. Intellectual Property Security Agreement (Glo Big Boss) - Sandbox VR, Inc#page4.tif
source=Closing Copy - I06. Intellectual Property Security Agreement (Glo Big Boss) - Sandbox VR, Inc#page5.tif
source=Closing Copy - I06. Intellectual Property Security Agreement (Glo Big Boss) - Sandbox VR, Inc#page6.tif
source=Closing Copy - I06. Intellectual Property Security Agreement (Glo Big Boss) - Sandbox VR, Inc#page7.tif
source=Closing Copy - I06. Intellectual Property Security Agreement (Glo Big Boss) - Sandbox VR, Inc#page8.tif
source=Closing Copy - I06. Intellectual Property Security Agreement (Glo Big Boss) - Sandbox VR, Inc#page9.tif
source=Closing Copy - I06. Intellectual Property Security Agreement (Glo Big Boss) - Sandbox VR, Inc#page10.tif
source=Closing Copy - I06. Intellectual Property Security Agreement (Glo Big Boss) - Sandbox VR, Inc#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 5, 2020 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 3003 Tasman Drive, HF 150, Santa Clara, California 95054 ("Bank") and **GLO BIG BOSS LTD.**, a Hong Kong company with its principal place of business located at Unit 5, 3/F., Block C, Mai Shun Industrial Building, 18-24 Kwai Cheong Road, Kwai Chung, N.T., Hong Kong ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of January 3, 2019 by and among Bank, Sandbox VR, Inc., GloStation USA, Inc. GloStation Core USA, Inc., GloStation Franchising USA, Inc. Sandbox VR Cerritos, LLC Sandbox VR Mission Valley, LLC Sandbox VR San Mateo, LLC Sandbox VR Topanga, LLC Sandbox VR Ridge Hill, LLC, and Grantor (as the same may be 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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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.

3. Authorization. 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.

4. 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.

5. 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.

6. 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.

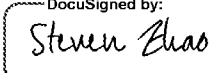
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

GLO BIG BOSS LTD.

By: 
Name: Steven Zhao
Title: Director

BANK

SILICON VALLEY BANK

By: 
Name: Sean Thompson
Title: Director

EXHIBIT A

Copyrights

Case Status	Country	Title	Application No.	Application Date	Registration No.	Registration Date
Registered	United States of America	THE DEADWOOD MANSION EXPERIENCE DIALOGUES	1-7370625887	Jan-30-2019	TXu 2133553	Jan-30-2019
Registered	United States of America	THE DEADWOOD MANSION EXPERIENCE	1-7370625861	Jan-30-2019	PAu 3957066	Jan-30-2019
Registered	United States of America	AMBER SKY 2088	1-7480363326	Mar-06-2019	PAu 3966173	Mar-06-2019
Registered	United States of America	AMBER SKY 2088 - Dialogues in English, Mandarin and Cantonese	1-7480518631	Mar-06-2019	TXu 2139222	Mar-06-2019
Registered	United States of America	CURSE OF DAVY JONES	1-7480363251	Mar-06-2019	PAu 3966170	Mar-06-2019
Registered	United States of America	CURSE OF DAVY JONES - Dialogues in English, Mandarin and Cantonese	1-7480529971	Mar-06-2019	TXu 2143691	Mar-06-2019
Registered	United States of America	UNBOUND FIGHTING LEAGUE (Version 1) - Dialogues in English, Mandarin and Cantonese	1-8055893011	Sep-10-2019	TXu 2-173-737	Dec-31-2019
Registered	United States of America	UNBOUND FIGHTING LEAGUE (Version 1)	1-8055892781	Sep-10-2019	PAu 3-995-798	Nov-18-2019

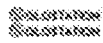
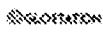
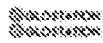
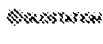
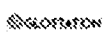
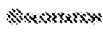
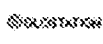
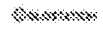



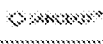
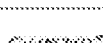

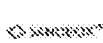
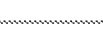
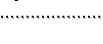
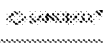
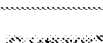
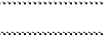
EXHIBIT B

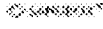
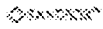
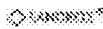

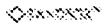

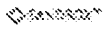
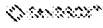
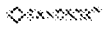
Patents


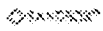
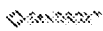
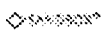
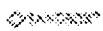
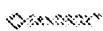
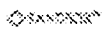

Case Status	Country	Title	Application No.	Application Date
Published	United States of America	SYSTEMS AND METHODS FOR REAL-TIME RIGID BODY MOTION PREDICTION	16/147107	Sep-28-2018
Pending – First Action Interview	United States of America	SYSTEMS AND METHODS FOR SMOOTH REMOTE POSE RECOVERY UNDER NOISY NETWORK CONDITIONS	16/179831	Nov-02-2018

EXHIBIT C

Trademarks

Case Status	Country	Title	Application No.	Application Date	Registration No.	Registration Date	Classes	Image
Registered	Singapore	GLOSTATION and DESIGN	40201714399V	Jul-26-2017	40201714399V	Jul-26-2017	09, 41	
Registered	United States of America	SANDBOX VR	87/781663	Feb-02-2018	5619099	Nov-27-2018	41	
Registered	Australia	GLOSTATION and DESIGN	1862148	Jul-28-2017	1862148	Mar-01-2018	09, 41	
Registered	Hong Kong	GLOSTATION and DESIGN	304218570	Jul-25-2017	304218570	Jul-25-2017	09, 41	
Registered	Macao	GLOSTATION and DESIGN	N/126412	Jul-28-2017	N/126412	Jan-11-2018	09	
Registered	Macao	GLOSTATION and DESIGN	N126413	Jul-28-2017	N/126413	Jan-11-2018	41	
Published	China	GLOSTATION and DESIGN	28552572	Jan-08-2018			09	
Registered	China	GLOSTATION and DESIGN	26784132	Oct-10-2017	26784132	Oct-07-2019	41	
Pending	Canada	GLOSTATION and DESIGN	1867391	Nov-10-2017			09, 41	
Registered	United States of America	SANDBOX VR & Design	87/865592	Apr-06-2018	5619220	Nov-27-2018	41	
Allowed	United States of America	SANDBOX LOGO(PARENT CASE)	88/034054	Jul-11-2018			09, 25	
Pending	Canada	SANDBOX LOGO	1908948	Jul-11-2018			09, 41	
Pending	Canada	SANDBOX VR and DESIGN	1909134	Jul-12-2018			09, 41	
Pending	Canada	SANDBOX VR	1909118	Jul-12-2018			09, 41	
Pending	China	SANDBOX VR and DESIGN	33005627	Aug-21-2018			09	
Registered	Hong Kong	SANDBOX VR and DESIGN	304598119	Jul-16-2018	304598119	Jul-16-2018	09, 41	
Registered	Japan	SANDBOX VR and DESIGN	201894269	Jul-23-2018	6221665	Feb-03-2020	09, 41	
Pending	Japan	SANDBOX VR	201894268	Jul-23-2018			09, 41	
Registered	Macao	SANDBOX VR and DESIGN	N141337	Jul-18-2018	N141337	Feb-25-2019	09	
Registered	Macao	SANDBOX VR	N141335	Jul-18-2018	N141335	Feb-25-2019	09	
Pending	Singapore	SANDBOX VR and DESIGN	40201813854R	Jul-16-2018			09, 41	
Pending	Singapore	SANDBOX VR	40201813853T	Jul-16-2018			09, 41	
Pending	Thailand	SANDBOX VR and DESIGN	180123386	Jul-20-2018			09, 41	
Pending	Thailand	SANDBOX VR	180123387	Jul-20-2018			09, 41	
Registered	Macao	SANDBOX VR and DESIGN	N141338	Jul-18-2018	N141338	Feb-25-2019	41	
Registered	Macao	SANDBOX VR	N141336	Jul-18-2018	N141336	Feb-25-2019	41	
Published	Indonesia	SANDBOX VR and DESIGN	D002018037493	Aug-06-2018			09, 41	

Case Status	Country	Title	Application No.	Application Date	Registration No.	Registration Date	Classes	Image
Published	Indonesia	SANDBOX VR	D002018037491	Aug-06-2018			09, 41	
Pending	China	SANDBOX VR and DESIGN	33005626	Aug-21-2018			41	
Pending	China	SANDBOX VR	33005628	Aug-21-2018			09	
Registered	European Union Intellectual Property Office	SANDBOX VR	17984486	Nov-12-2018	017984486	Mar-28-2019	41	
Registered	United States of America	PLAY AGAIN. TOGETHER	88/094537	Aug-27-2018	5691789	Mar-05-2019	41	
Registered	United States of America	ESCAPE TOGETHER	88/094529	Aug-27-2018	5691788	Mar-05-2019	41	
Intend to Abandon	United States of America	REALITY ELEVATED	88/217926	Dec-05-2018			41	
Allowed	United States of America	SANDBOX	88/224778	Dec-11-2018			41	
Allowed	United States of America	BOX and SANDBOX DESIGN	88/288568	Feb-04-2019			41	
Pending	United States of America	IN HERE, IT'S POSSIBLE	88/375941	Apr-08-2019			41	
Pending	Republic of Korea	SANDBOX VR and DESIGN	40201971255	May-08-2019			09, 41	
Pending	Republic of Korea	BOX LOGO	40201971256	May-08-2019			09, 25, 41	
Pending	Australia	SANDBOX VR	2014656	Jun-06-2019			09, 41	
Registered	Australia	SANDBOX VR and DESIGN	2014657	Jun-06-2019	2014657	Feb-19-2020	09, 41	
Pending	India	SANDBOX VR	4210722	Jun-19-2019			09, 41	
Pending	India	SANDBOX VR and DESIGN	4210723	Jun-19-2019			09, 41	
Pending	Malaysia	SANDBOX VR	2019021275	Jun-14-2019			09	
Pending	Malaysia	SANDBOX VR	2019021257	Jun-14-2019			41	
Pending	Malaysia	SANDBOX VR and DESIGN	2019021280	Jun-14-2019			09	
Pending	Malaysia	SANDBOX VR and DESIGN	2019021286	Jun-14-2019			41	
Pending	Mexico	SANDBOX VR	2218579	Jun-07-2019			09	
Pending	Mexico	SANDBOX VR	2219558	Jun-11-2019			41	
Pending	Mexico	SANDBOX VR and DESIGN	2218578	Jun-07-2019			09	
Pending	Mexico	SANDBOX VR and DESIGN	2219552	Jun-11-2019			41	

Case Status	Country	Title	Application No.	Application Date	Registration No.	Registration Date	Classes	Image
Registered	New Zealand	SANDBOX VR	1122589	Jun-06-2019	1122589	Jun-06-2019	09, 41	
Registered	New Zealand	SANDBOX VR and DESIGN	1122590	Jun-06-2019	1122590	Jun-06-2019	09, 41	
Intend to Abandon	Israel	SANDBOX VR	317617	Jun-13-2019			09, 41	
Intend to Abandon	Israel	SANDBOX VR and DESIGN	317618	Jun-13-2019			09, 41	
Pending	Taiwan	SANDBOX VR	108041763	Jun-28-2019			09, 41	
Pending	Taiwan	SANDBOX VR and DESIGN	108041762	Jun-28-2019			09, 41	
Pending	Switzerland	SANDBOX VR	079502019	Jun-12-2019			09, 41	
Registered	Switzerland	SANDBOX VR and DESIGN	079552019	Jun-12-2019	738981	Nov-21-2019	09, 41	
Pending	European Union Intellectual Property Office	SANDBOX VR	18081705	Jun-12-2019			09	
Registered	European Union Intellectual Property Office	SANDBOX VR and DESIGN	18081707	Jun-12-2019	18081707	Mar-07-2020	09, 41	
Intend to Abandon	United States of America	CYBERDUEL	88/496632	Jul-01-2019			38, 41	
Registered	United States of America	REALITY EVOLVED	88/074666	Aug-11-2018	5841020	Aug-20-2019	41	
Allowed	Brazil	SANDBOX VR	917825497	Jul-26-2019			09	
Allowed	Brazil	SANDBOX VR	917825519	Jul-26-2019			41	
Published	Brazil	SANDBOXVR and DESIGN	917825535	Jul-26-2019			09	
Published	Brazil	SANDBOX VR and DESIGN	917825543	Jul-26-2019			41	
Pending	Canada	IN HERE, IT'S POSSIBLE	1978675	Aug-01-2019			41	
Pending	European Union Intellectual Property Office	IN HERE, IT'S POSSIBLE	018103099	Aug-02-2019			41	
Published	Japan	IN HERE, IT'S POSSIBLE	2019129139	Oct-03-2019			41	
Published	United States of America	UNBOUND FIGHTING LEAGUE	88/657095	Oct-16-2019			09, 16, 18, 25, 35, 41	
Pending	United States of America	UFL	88/657072	Oct-16-2019			09, 16, 18, 25, 35, 41	
Registered	United States of America	SANDBOX LOGO(CHILD CASE)	88/975952	Jul-11-2018	5922895	Nov-26-2019	41	

Case Status	Country	Title	Application No.	Application Date	Registration No.	Registration Date	Classes	Image
Published	United States of America	UFL SHIELD LOGO	88/668750	Oct-25-2019			09, 16, 18, 25, 35, 41	

EXHIBIT D

Mask Works

None.

ny-1944941