

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594752

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sandbox VR, Inc.		07/31/2020	Corporation:
Glostation USA, Inc.		07/31/2020	Corporation:
Glostation Core USA, Inc.		07/31/2020	Corporation:
Glostation Franchising USA, Inc.		07/31/2020	Corporation:
Sandbox VR Topanga, LLC		07/31/2020	Limited Liability Company:
Sandbox VR Mission Valley, LLC		07/31/2020	Limited Liability Company:
Sandbox VR San Mateo, LLC		07/31/2020	Limited Liability Company:
Sandbox VR Cerritos, LLC		07/31/2020	Limited Liability Company:
Sandbox VR Ridge Hill, LLC		07/31/2020	Limited Liability Company:
Sanbox VR Austin, LLC		07/31/2020	Limited Liability Company:
Sandbox VR Colony, LLC		07/31/2020	Limited Liability Company:
Sandbox VR Oakbrook, LLC		07/31/2020	Limited Liability Company:
Sandbox VR Pop-Up, LLC		07/31/2020	Limited Liability Company:
Glo Big Boss Limited		07/31/2020	Private Limited Company:

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 Sand Hill Road
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	87781663	SANDBOX VR
Serial Number:	87865592	SANDBOX VR
Serial Number:	88034054	
Serial Number:	88094529	ESCAPE TOGETHER
Serial Number:	88094537	PLAY AGAIN. TOGETHER

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88224778	SANDBOX
Serial Number:	88288568	SANDBOX
Serial Number:	88074666	REALITY EVOLVED

CORRESPONDENCE DATA

Fax Number:

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: 6508157636

Email: aalwine@mwe.com

Correspondent Name: Judy M. Mohr

Address Line 1: 275 Middlefield Road, Suite 100

Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 082853-0116

NAME OF SUBMITTER: Judy M. Mohr

SIGNATURE: /Judy M. Mohr/

DATE SIGNED: 08/28/2020

Total Attachments: 11

- source=TPC-Sandbox VR-IP Security Agreement-Executed#page1.tif
- source=TPC-Sandbox VR-IP Security Agreement-Executed#page2.tif
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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement (this "Agreement") dated as of July 31, 2020 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, as grantee, and each of the undersigned, as a grantor.

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to each grantor, which is SANDBOX VR, INC., GLOSTATION USA, INC., GLOSTATION CORE USA, INC. GLOSTATION FRANCHISING USA, INC., SANDBOX VR TOPANGA, LLC, SANDBOX VR MISSION VALLEY, LLC, SANDBOX VR SAN MATEO, LLC, SANDBOX VR CERRITOS, LLC, SANDBOX VR RIDGE HILL, LLC, SANDBOX VR AUSTIN, LLC, SANDBOX VR COLONY, LLC, SANDBOX VR OAKBROOK, LLC, SANDBOX VR POP-UP, LLC, and GLO BIG BOSS LIMITED, and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and each grantor under this Agreement.

We have entered into a Plain English Growth Capital Loan and Security Agreement dated as of January 3, 2019, as amended by the First Amendment of even date herewith (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. GRANT OF SECURITY INTEREST

Each of You hereby grant to Us a lien upon and continuing security interest in all of Your respective right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Each of You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which each of You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used herein but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce each of Your rights in the Intellectual Property Collateral. If We commence any such suit, each of You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. Each of You shall promptly, upon demand, jointly and severally reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

Each of You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. Each of You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, each of You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining any of Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by any of You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to any of You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon each of You and each of Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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. This Agreement may be executed and delivered by facsimile or transmitted electronically in either Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") and, upon such delivery, the facsimile, TIFF or PDF signature, as applicable, will be deemed to have the same effect as if the original signature had been delivered to the other party.

(Signature Page to Follow)

IN WITNESS WHEREOF, each of You have duly executed this Agreement as of the date first set forth above.

GRANTOR:

You: SANDBOX VR, INC.
Signature: Steve Zhao
Print Name: Steven Zhao
Title: Chief Executive Officer

You: GLOSTATION USA, INC.
Signature: Steve Zhao
Print Name: Steven Zhao
Title: Chief Executive Officer

You: GLOSTATION CORE USA, INC.
Signature: Steve Zhao
Print Name: Steven Zhao
Title: Chief Executive Officer

You: GLOSTATION FRANCHISING USA, INC.
Signature: Steve Zhao
Print Name: Steven Zhao
Title: Chief Executive Officer

You: SANDBOX VR TOPANGA, LLC
Signature: Steve Zhao
Print Name: Steven Zhao
Title: Manager

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

You: SANDBOX VR MISSION VALLEY, LLC
Signature: Steve Zhao
Print Name: Steven Zhao
Title: Manager

You: SANDBOX VR SAN MATEO, LLC
Signature: Steve Zhao
Print Name: Steven Zhao
Title: Manager

You: SANDBOX VR CERRITOS, LLC
Signature: Steve Zhao
Print Name: Steven Zhao
Title: Manager

You: SANDBOX VR RIDGE HILL, LLC
Signature: Steve Zhao
Print Name: Steven Zhao
Title: Manager

You: SANDBOX VR AUSTIN, LLC
Signature: Steve Zhao
Print Name: Steven Zhao
Title: Manager

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

You: SANDBOX VR COLONY, LLC
Signature: Steve Zhao
Print Name: Steven Zhao
Title: Manager

You: SANDBOX VR OAKBROOK, LLC
Signature: Steve Zhao
Print Name: Steven Zhao
Title: Manager

You: SANDBOX VR POP-UP, LLC
Signature: Steve Zhao
Print Name: Steven Zhao
Title: Manager

You: GLO BIG BOSS LIMITED
Signature: Steve Zhao
Print Name: Steven Zhao
Title: CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between GLO BIG BOSS LIMITED, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status & Date Issued	Patent Number
SYSTEMS AND METHODS FOR SMOOTH REMOTE POSE RECOVERY UNDER NOISY NETWORK CONDITIONS	Registered; Jul-07-2020	10706274

PATENT APPLICATIONS



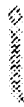


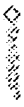
Name	Status & Date Filed	Application Number
SYSTEMS AND METHODS FOR REAL-TIME RIGID BODY MOTION PREDICTION	Published; Sep-28-2018	16/147107

SCHEDULE B



**To Plain English Intellectual Property Security Agreement
Between GLO BIG BOSS LIMITED, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

Client-Matter No.	Title	Application No.	Application Date	Registration No.	Registration Date	Image	Country	Case Status	Local Classes
104627-0012	GLOSTATION and DESIGN	40201714399V	Jul-26-2017	40201714399V	Jul-26-2017		Singapore	Registered	09, 41
104627-0013	SANDBOX VR	87781663	Feb-02-2018	5619099	Nov-27-2018		United States of America	Registered	41
104627-0014	GLOSTATION and DESIGN	1862148	Jul-26-2017	1862148	Mar-01-2018		Australia	Registered	09, 41
104627-0015	GLOSTATION and DESIGN	304218570	Jul-25-2017	304218570	Jul-25-2017		Hong Kong	Registered	09, 41
104627-0016	GLOSTATION and DESIGN	N/126412	Jul-28-2017	N/126412	Jan-11-2018		Macao	Registered	09
104627-0017	GLOSTATION and DESIGN	N126413	Jul-28-2017	N/126413	Jan-11-2018		Macao	Registered	41
104627-0018	GLOSTATION and DESIGN	28552572	Jan-08-2018	28552572	Mar-07-2020		China	Registered	09
104627-0019	GLOSTATION and DESIGN	26784132	Oct-10-2017	26784132	Oct-07-2019		China	Registered	41
104627-0020	GLOSTATION and DESIGN	1867391	Nov-10-2017				Canada	Pending	09, 41
104627-0021	SANDBOX VR & Design	87/865592	Apr-06-2018	5619220	Nov-27-2018		United States of America	Registered	41
104627-0022	SANDBOX LOGO/PARENT CASE)	88/034054	Jul-11-2018				United States of America	Allowed	09, 25
104627-0023	SANDBOX LOGO	1908948	Jul-11-2018				Canada	Pending	09, 41
104627-0024	SANDBOX VR and DESIGN	1909134	Jul-12-2018				Canada	Pending	09, 41
104627-0025	SANDBOX VR	1909118	Jul-12-2018				Canada	Pending	09, 41

Client-Matter No.	Title	Application No.	Application Date	Registration No.	Registration Date	Image	Country	Case Status	Local Classes
104627-0026	SANDBOX VR and DESIGN	33005627	Aug-21-2018				China	Pending	09
104627-0028	SANDBOX VR and DESIGN	304598119	Jul-16-2018	304598119	Jul-16-2018		Hong Kong	Registered	09, 41
104627-0030	SANDBOX VR and DESIGN	201894269	Jul-23-2018	6221665	Feb-03-2020		Japan	Registered	09, 41
104627-0031	SANDBOX VR and DESIGN	201894268	Jul-23-2018	6252403	May-19-2020		Japan	Registered	09, 41
104627-0032	SANDBOX VR and DESIGN	N141337	Jul-18-2018	N141337	Feb-25-2019		Macao	Registered	09
104627-0033	SANDBOX VR and DESIGN	N141335	Jul-18-2018	N141335	Feb-25-2019		Macao	Registered	09
104627-0034	SANDBOX VR and DESIGN	40201813854R	Jul-16-2018				Singapore	Pending	09, 41
104627-0035	SANDBOX VR and DESIGN	40201813853T	Jul-16-2018				Singapore	Pending	09, 41
104627-0036	SANDBOX VR and DESIGN	180123386	Jul-20-2018				Thailand	Pending	09, 41
104627-0037	SANDBOX VR and DESIGN	180123387	Jul-20-2018				Thailand	Pending	09, 41
104627-0038	SANDBOX VR and DESIGN	N141338	Jul-18-2018	N141338	Feb-25-2019		Macao	Registered	41
104627-0039	SANDBOX VR and DESIGN	N141336	Jul-18-2018	N141336	Feb-25-2019		Macao	Registered	41
104627-0040	SANDBOX VR and DESIGN	D002018037493	Aug-06-2018				Indonesia	Published	09, 41
104627-0041	SANDBOX VR	D002018037491	Aug-06-2018				Indonesia	Published	09, 41
104627-0044	SANDBOX VR	179844886	Nov-12-2018	0179844886	Mar-28-2019		European Union Intellectual Property Office	Registered	41
104627-0047	ESCAPE TOGETHER PLAY AGAIN TOGETHER	88/094529	Aug-27-2018	5691788	Mar-05-2019		United States of America	Registered	41
104627-0049	PLAY AGAIN TOGETHER	88/094537	Aug-27-2018	5691789	Mar-05-2019		United States of America	Registered	41
104627-0053	SANDBOX	88/224778	Dec-11-2018				United States of America	Allowed	41
104627-0055	BOX and SANDBOX DESIGN	88/288568	Feb-04-2019				United States of America	Allowed	41
104627-0060	SANDBOX VR and DESIGN	40201971255	May-08-2019				Republic of Korea	Pending	41
104627-0061	BOX LOGO	40201971256	May-08-2019				Republic of Korea	Allowed	09, 25, 41
104627-0066	SANDBOX VR	2014656	Jun-06-2019				Australia	Pending	09, 41

Client-Matter No.	Title	Application No.	Application Date	Registration No.	Registration Date	Image	Country	Case Status	Local Classes
104627-0067	SANDBOX VR and DESIGN	2014657	Jun-06-2019	2014657	Feb-19-2020		Australia	Registered	09, 41
104627-0068	SANDBOX VR	4210722	Jun-19-2019				India	Published	09, 41
104627-0069	SANDBOX VR and DESIGN	4210723	Jun-19-2019				India	Published	09, 41
104627-0070	SANDBOX VR	2019021275	Jun-14-2019				Malaysia	Pending	09
104627-0071	SANDBOX VR	2019021257	Jun-14-2019				Malaysia	Pending	41
104627-0072	SANDBOX VR and DESIGN	2019021280	Jun-14-2019				Malaysia	Pending	09
104627-0073	SANDBOX VR and DESIGN	2019021286	Jun-14-2019				Malaysia	Pending	41
104627-0074	SANDBOX VR	2218579	Jun-07-2019				Mexico	Pending	09
104627-0075	SANDBOX VR	2219558	Jun-11-2019				Mexico	Pending	41
104627-0076	SANDBOX VR and DESIGN	2218578	Jun-07-2019				Mexico	Pending	09
104627-0077	SANDBOX VR and DESIGN	2219552	Jun-11-2019				Mexico	Pending	41
104627-0078	SANDBOX VR	1122589	Jun-06-2019	1122589	Jun-06-2019		New Zealand	Registered	09, 41
104627-0079	SANDBOX VR and DESIGN	1122590	Jun-06-2019	1122590	Jun-06-2019		New Zealand	Registered	09, 41
104627-0082	SANDBOX VR	317617	Jun-13-2019				Israel	Intend to Abandon	09, 41
104627-0083	SANDBOX VR and DESIGN	317618	Jun-13-2019				Israel	Intend to Abandon	09, 41
104627-0085	SANDBOX VR	108041763	Jun-28-2019				Taiwan	Pending	09
104627-0086	SANDBOX VR and DESIGN	108041762	Jun-28-2019				Taiwan	Pending	09
104627-0087	SANDBOX VR	079502019	Jun-12-2019				Switzerland	Pending	09, 41
104627-0088	SANDBOX VR and DESIGN	079552019	Jun-12-2019	738981	Nov-21-2019		Switzerland	Registered	09, 41
104627-0089	SANDBOX VR	18081705	Jun-12-2019				European Union Intellectual Property Office	Intend to Abandon	09
104627-0090	SANDBOX VR and DESIGN	18081707	Jun-12-2019	018081707	Mar-07-2020		European Union Intellectual Property Office	Registered	09, 41
104627-0094	REALITY EVOLVED	88/074666	Aug-11-2018	5841020	Aug-20-2019		United States of America	Registered	41

Client-Matter No.	Title	Application No.	Application Date	Registration No.	Registration Date	Image	Country	Case Status	Local Classes
104627-0095	SANDBOX VR	917825497	Jul-26-2019	917825497	Mar-03-2020		Brazil	Registered	09
104627-0096	SANDBOX VR	917825519	Jul-26-2019	917825519	Mar-03-2020		Brazil	Registered	41
104627-0097	SANDBOX VR and DESIGN	917825535	Jul-26-2019	917825535	Mar-03-2020		Brazil	Registered	09
104627-0098	SANDBOX VR and DESIGN	917825543	Jul-26-2019	917825543	Mar-03-2020		Brazil	Registered	41
104627-0103	IN.HERE, ITS POSSIBLE	1978675	Aug-01-2019				Canada	Pending	41
104627-0106	IN.HERE, ITS POSSIBLE	2019129139	Oct-03-2019				Japan	Published	41
104627-0107	UNBOUND FIGHTING LEAGUE	88/657095	Oct-16-2019				United States of America	Allowed	09, 16, 18, 25, 35, 41
104627-0112	UFL	88/657072	Oct-16-2019				United States of America	Intend to Abandon	09, 16, 18, 25, 35, 41
104627-0119	SANDBOX LOGO(CHILD CASE)	88/975952	Jul-11-2018	5922895	Nov-26-2019		United States of America	Registered	41
104627-0120	UFL SHIELD LOGO	88/668750	Oct-25-2019				United States of America	Allowed	09, 16, 18, 25, 35, 41
104627-0121	SANDBOX VR and DESIGN	40202068313	May-08-2019				Republic of Korea	Pending	09
104627-0123	SANDBOX VR	45520223	Apr-17-2020				China	Pending	41
104627-0124	SANDBOX VR and DESIGN	45520222	Apr-17-2020				China	Pending	41

SCHEDULE C**To Plain English Intellectual Property Security Agreement
Between GLO BIG BOSS LIMITED, as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)****COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
TXu 2133553	THE DEADWOOD MANSION EXPERIENCE DIALOGUES	Jan-30-2019	
PAu 3957066	THE DEADWOOD MANSION EXPERIENCE	Jan-30-2019	
PAu 3966173	AMBER SKY 2088	Mar-06-2019	
TXu 2139222	AMBER SKY 2088 - Dialogues in English, Mandarin and Cantonese	Mar-06-2019	
PAu 3966170	CURSE OF DAVY JONES	Mar-06-2019	
TXu 2143691	CURSE OF DAVY JONES - Dialogues in English, Mandarin and Cantonese	Mar-06-2019	
TXu 2-173-737	UNBOUND FIGHTING LEAGUE (Version 1) - Dialogues in English, Mandarin and Cantonese	Dec-31-2019	
PAu 3-995-798	UNBOUND FIGHTING LEAGUE (Version 1)	Nov-18-2019	