# OP \$90.00 4086880

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM601173 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

| Name                 | Formerly | Execution Date | Entity Type  |
|----------------------|----------|----------------|--------------|
| IMMERSIVETOUCH, INC. |          | 09/25/2020     | Corporation: |
| PRASHANT BANERJEE    |          | 09/25/2020     | INDIVIDUAL:  |

#### **RECEIVING PARTY DATA**

| Name:           | WINTRUST BANK, N.A.                         |
|-----------------|---|
| Street Address: | 231 S LaSalle St                            |
| City:           | Chicago                                     |
| State/Country:  | ILLINOIS                                    |
| Postal Code:    | 60604                                       |
| Entity Type:    | National Banking Association: UNITED STATES |

#### **PROPERTY NUMBERS Total: 3**

| Property Type        | Number  | Word Mark         |
|----------------------|---------|-------------------|
| Registration Number: | 4086880 | MISSION REHEARSAL |
| Registration Number: | 5866183 | IMMERSIVETOUCH    |
| Registration Number: | 5871602 | IVSP              |

#### **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:** 312-471-8680

Email: lklapp@rshc-law.com

Correspondent Name: Louis A. Klapp

Address Line 1: 70 W Madison St Suite 2900
Address Line 2: Riley Safer Holmes & Cancila LLP

Address Line 4: Chicago, ILLINOIS 60602

| NAME OF SUBMITTER: | Louis A. Klapp   |
|--------------------|------------------|
| SIGNATURE:         | /Louis A. Klapp/ |
| DATE SIGNED:       | 10/05/2020       |

#### **Total Attachments: 9**

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of September 16, 2020, is made by and among IMMERSIVETOUCH, INC., a Delaware corporation ("Immersive"), and PRASHANT BANERJEE, an individual ("Banerjee", together with Immersive, and collectively and individually, the "Grantor") in favor of WINTRUST BANK, N.A., a national banking association (the "Lender").

WHEREAS, Immersive has entered into a Note dated as of September 16, 2020 (the "Loan Agreement"), with the Lender, which Loan Agreement, Loan Documents (as defined therein) and the obligations therein, are guaranteed by Banerjee.

WHEREAS, Banerjee has entered into an Unconditional Guaranty dated as of September 16, 2020 (the "Guaranty"), in favor of the Lender guaranteeing the obligations referenced above.

WHEREAS, as a condition precedent to the making of the loans by the Lender under the Loan Agreement, (i) Immersive has executed and delivered to the Lender that certain Security Agreement dated as of September 16, 2020, made by and between the Grantor and the Lender (the "Security Agreement") and (ii) Banerjee must execute this IP Security Agreement on the terms and conditions set forth herein.

WHEREAS, under the terms of the Security Agreement, Immersive has granted to the Lender a security interest in, among other property, certain intellectual property, and under the terms of the Guaranty and this IP Security Agreement, Banerjee has agreed to grant a security interest in certain intellectual property, and, collectively, Grantor has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Grant of Security</u>. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest, including any licenses in favor of Grantor, in, to, and under the following (the "IP Collateral"):
  - (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");
  - (b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks");
  - (c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

- (d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Lender.
- 3. <u>Loan Documents</u>. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement and the Guaranty, which are hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.
- 4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.
- 5. <u>Successors and Assigns.</u> This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This IP Security 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 IP Security 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 Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

## [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, GRANTOR HAS CAUSED THIS IP SECURITY AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY ITS OFFICER THEREUNTO DULY AUTHORIZED AS OF THE DATE FIRST ABOVE WRITTEN.

IMMERSIVETOUCH, INC.

Address for Notices

ACKNOWLEDGMENT

STATE OF ZMinous

)SS.

COUNTY OF Look

On the 25 day of September, 2020, before me personally appeared Fras Lant Banersee [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same in [his/her] authorized capacity as the (hill exculve of hile) [SIGNATORY TITLE] of IMMERSIVE TOUCH, INC., a Delaware corporation, described and acknowledged the instrument to be [his/her] free act and deed/the free act and deed of IMMERSIVETOUCH, INC. for the uses and purposes mentioned in the instrument.

My Commission Expires: 01/17/2023

[DATE]]

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|-----------|-----|---------------|------|------|------------|
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ACKNOWLEDGMENT STATE OF JUINOLS )SS. COUNTY OF Cook

On the 25 day of September, 2020, before me personally appeared least Bonersee [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing, described and acknowledged the instrument to be [his/her] free act and deed/the free act and deed of PAT BANERJEE for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name: Jose Martisez

My Commission Expires: 01/17/2027 [DATE]]

> MOTARY PUBLIC, STATE OF My Commission Expires 01/17/202

#### AGREED TO AND ACCEPTED:

WINTRUST BANK, N.A.

ACKNOWLEDGMENT

STATE OF ZILINGU

COUNTY OF Cook

On the 25 day of September, 2020, before me personally appeared Sarch Sofyear [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the MILSTAN VICE PRESIDENT [SIGNATORY TITLE] of WINTRUST BANK, N.A., a national banking association, described, and acknowledged the instrument to be [his/her] free act and deed/the free act and deed of WINTRUST BANK, N.A. for the uses and purposes mentioned in the instrument.

Notary Public

Notary Public
Printed Name: Jose Martine

My Commission Expires: 01/17/2023

ly Commission Expires 01/17/2023

### **SCHEDULES**

## SCHEDULE 1

# PATENTS

## Patents

| Title  | Jurisdictio<br>n | Patent Number             | Issue Date           | [Record Owner]   |
|--|------------------|---------------------------|----------------------|--|
| HAPTIC AUGMENTED<br>AND VIRTUAL REALITY<br>SYSTEM FOR<br>SIMULATION OF<br>SURGICAL<br>PROCEDURES                             | US               | Patent No.<br>9,563,266   | Feb. 7, 2017         | IMMERSIVE TOUCH,<br>INC.<br>THE BOARD OF<br>TRUSTEES OF THE<br>UNIVERSITY OF<br>ILLINOIS |
| APTIC AUGMENTED ND VIRTUAL REALITY YSTEM FOR IMULATION OF URGICAL ROCEDURES  APTIC AUGMENTED China CN105264459A CN105264459A |                  | Sep. 28,<br>2018          | IMMERSIVETOUCH, INC. |  |
| HAPTIC AUGMENTED<br>AND VIRTUAL REALITY<br>SYSTEM FOR<br>SIMULATION OF<br>SURGICAL<br>PROCEDURES                             | US               | Patent No.<br>10,108,266  | Oct. 23,<br>2018     | IMMERSIVE TOUCH,<br>INC.<br>THE BOARD OF<br>TRUSTEES OF THE<br>UNIVERSITY OF<br>ILLINOIS |
| HAPTIC AUGMENTED AND VIRTUAL REALITY SYSTEM FOR SIMULATION OF SURGICAL PROCEDURES  | US               | Patent No.<br>10,437,339. | Oct. 8, 2019         | IMMERSIVE TOUCH, INC. THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS                |
| METHOD, DEVICE AND<br>SYSTEM FOR VOLUME<br>VISUALIZATION AND<br>INTERACTION IN A   | US               | Patent No.<br>10,650,604  | May 12,<br>2020      | IMMERSIVE TOUCH,<br>INC.   |

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| VIRTUAL REALITY ENVIRONMENT |      |  |
|-----------------------------|------|--|
|                             |      |  |
|                             |      |  |
|                             | <br> |  |

# Patent Applications

| Title   | Jurisdictio<br>n | Application/<br>Publication<br>Number | Filing Date     | [Record Owner]           |
|---|------------------|---------------------------------------|-----------------|--------------------------|
| METHOD, DEVICE AND<br>SYSTEM FOR VOLUME<br>VISUALIZATION AND<br>INTERACTION IN A VIRTUAL<br>REALITY ENVIRONMENT | US               | Appl. No.;<br>16/138,209              | Sep 21,<br>2018 | IMMERSIVE TOUCH,<br>INC. |
| HAPTIC AUGMENTED AND<br>VIRTUAL REALITY SYSTEM<br>FOR SIMULATION OF<br>SURGICAL PROCEDURES                      |                  | Appl. No.<br>PCT/US2013/06<br>062     | Sep 9, 2019     | IMMERSIVE TOUCH<br>INC   |

# EXCLUSIVELY LICENSED PATENTS

| COMPACT HAPTIC AND AUGMENTED VIRTUAL | US | Patent<br>No.7,812,815 | Oct. 12,<br>2010 | THE BOARD OF<br>TRUSTEES OF THE |
|--------------------------------------|----|------------------------|------------------|---------------------------------|
| REALITY SYSTEM                       |    |                        |                  | ILLINOIS                        |

## SCHEDULE 2

#### TRADEMARKS

# Trademark Registrations

| Mark              | Jurisdictio<br>n | Registration<br>Number | Registration<br>Date | [Record Owner]          |
|-------------------|------------------|------------------------|----------------------|-------------------------|
| MISSION REHEARSAL | US               | Reg No.<br>4,086,880   | Jan 17, 2012         | IMMERSIVETOUCH,<br>INC. |
| IMMERSIVETOUCH    | US               | Reg. No.<br>5,866,183  | Sep 24, 2019         | PAT BANERJEE            |

# **Trademark Applications**

| Mark | Jurisdiction | ITU Status | Application<br>Number | Filing Date | [Record Owner] |
|------|--------------|------------|-----------------------|-------------|----------------|
|      |              |            |                       |             |                |
|      |              |            |                       |             |                |

#### Service Mark

| Mark                           | Jurisdictio | Registration          | Registration | [Record Owner] |
|--------------------------------|-------------|-----------------------|--------------|----------------|
|                                | 11          | Number                | Date         |                |
| IVSP                           | US          | Reg. No.<br>5,871,602 | Oct 1, 2019  |                |
| Int. Cl.: 44                   |             | 2,0/1,002             |              | PAT BANERJEE   |
| ****************************** |             |                       |              |                |

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### SCHEDULE 3

#### **COPYRIGHTS**

# Copyright Registrations

| Title | Jurisdiction | Registration<br>Number | Registration | [Record Owner] |
|-------|--------------|------------------------|--------------|----------------|
| N/A   |              |                        |              |                |

# Copyright Applications

| <br>Title | Jurisdiction | Application<br>Number | Filing Date            | [Record Owner] |
|-----------|--------------|-----------------------|------------------------|----------------|
| N/A       |              |                       | 600000 60 0000 0000000 |                |

# **Exclusively Licensed Copyright Registrations**

| License Agreement | Copyright Title | Jurisdiction | Registration<br>Number | Registration<br>Date |
|-------------------|-----------------|--------------|------------------------|----------------------|
| N/A               |                 |              |                        |                      |

## **Exclusively Licensed Copyright Applications**

| License Agreement | Copyright Title | Jurisdiction | Application<br>Number | Filing Date |
|-------------------|-----------------|--------------|-----------------------|-------------|
| N/A               |                 |              |                       |             |

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