

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SonicSensory, Inc.		01/14/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88049745	DROP LABS	
Serial Number:	88866303	MUSIC FOR YOUR SOLE	
Serial Number:	88143251	LIFE AMPLIFIED	
Serial Number:	88216907	LIFE AMPLIFIED BY SOUND	
Serial Number:	88216906	STEP INTO SOUND	
Serial Number:	88145044	SOUND ON	
Serial Number:	88223948	SOUND FROM THE GROUND	
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>			
Phone:	5614142116		
Email:	tbinder@vlplawgroup.com		
Correspondent Name:	Tatiana Binder		
Address Line 1:	305 Cambridge Drive		
Address Line 4:	Lynchburg, VIRGINIA 24502		
NAME OF SUBMITTER:	Tatiana Binder		
SIGNATURE:	/TatianaBinder/		
DATE SIGNED:	01/22/2021		

OP \$190.00 88049745

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of January 14, 2021, by and between SILICON VALLEY BANK (“Bank”) and SonicSensory, Inc. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated October 31, 2017 (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 certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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.

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.

3. 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.

4. 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.

5. 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.

6. 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:

SONICSENSORY, INC.

DocuSigned by:

Christopher Long

D13286A0C93C4D7...

By: Christopher Long

Title: CFO

BANK:

SILICON VALLEY BANK

DocuSigned by:

Sheila Colson

7FDA69E7703849B...

By: Sheila Colson

Title: Managing Director, Advisory Services

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GRAPHICAL USER INTERFACE FOR CONTROLLING HAPTIC VIBRATIONS	20200379564 16/673529	12/3/2020 11/4/2019
HAPTIC TRANSDUCER AND FOOTPLATE COUPLED TO THE SAME	202003310207 16/918867	10/22/2020 7/1/2020
MULTI-CHANNEL AUDIO VIBRATORY ENTERTAINMENT SYSTEM	20200137495 16/729819	4/30/2020 12/30/2019
VIBRATING FOOTWEAR DEVICE AND ENTERTAINMENT SYSTEM FOR USE THEREWITH	20200060380 16/588598	2/27/2020 9/30/2019
MULTI-DEVICE AUDIO STREAMING SYSTEM WITH SYNCHRONIZATION	201902153498 16/333438	7/11/2019 9/14/2017
A DEVICE FOR GENERATING CHEST-CHAMBER ACOUSTIC RESONANCE AND DELIVERING THE RESULTANT AUDIO AND HAPTIC TO HEADPHONES	20190069088 16/081256	2/28/2019 3/2/2017
SYSTEMS AND METHODS FOR MULTI-SENSORY ENHANCED AUDIO-VISUAL RECORDINGS	20180373335 16/019527	12/27/2018 6/26/2018
MULTI-CHANNEL AUDIO VIBRATORY ENTERTAINMENT SYSTEM	20180332394 16/042852	11/15/2018 7/23/2018
FOOTPLATE DEVICE FOR VIBRATING FOOTWEAR	15/920291	07/02/2020
FOOTWEAR CONTROLLER FOR AN ELECTRONIC DEVICE AND METHOD OF OPERATING THE SAME	63/094,132	10/20/2020
A MODULAR SYSTEM FOR BUILDING VARIABLE INTERACTIVE PLATFORMS AND ENCLOSURES FOR DEEP MULTISENSORY IMMERSION INTO AUDIO AND AUDIO-VISUAL ENTERTAINMENT	20180126263 15/563921	5/10/2018 4/4/2016
VIBRATING FOOTWEAR DEVICE AND ENTERTAINMENT SYSTEM FOR USE THEREWITH	20180000190 15/707495	1/4/2018 9/18/2017
VIRTUAL REALITY SYSTEM WITH DRONE INTEGRATION	20170193707 15/400853	7/6/2017 1/6/2017
Haptic transducer device and insole for receiving the same	10,835,924	11/17/2020

Modular system for building variable interactive platforms and enclosures for deep multisensory immersion into audio and audio-visual entertainment	10,729,974	8/4/2020
Virtual reality system with drone integration	10,535,195	1/14/2020
Multi-channel audio vibratory entertainment system	10,524,054	12/31/2019
Vibrating footwear device and entertainment system for use therewith	10,426,216	10/1/2019
Multi-channel audio vibratory entertainment system	10,034,091	7/24/2018
Vibrating footwear device and entertainment system for use therewith	9,763,490	9/19/2017
VIBRATING FOOTWEAR DEVICE AND ENTERTAINMENT SYSTEM FOR USE THEREWITH	8,644,967	06/18/2008
MULTI-CHANNEL AUDIO VIBRATORY ENTERTAINMENT SYSTEM	9,402,133	02/12/2010

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DROP LABS	88049745	July 24, 2018
MUSIC FOR YOUR SOLE	88866303	April 9, 2020
LIFE AMPLIFIED	88143251	October 4, 2018
LIFE AMPLIFIED BY SOUND	88216907	December 4, 2018
STEP INTO SOUND	88216906	December 4, 2018
SOUND ON	88145044	October 5, 2018
SOUND FROM THE GROUND	88223948	December 10, 2018

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		