

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIRTUAL FRAMEWORKS, INC.		02/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX GROWTH CAPITAL, LLC		
Street Address:	1717 Main Street, Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97047020	HELIOSLIGHT	
Serial Number:	97018443	HELIOSVISIT	
Serial Number:	97018450	HELIOSGO	
Registration Number:	6245882	HELIOS	
Registration Number:	5659094	VV	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1599203		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	02/15/2022		

OP \$140.00 97047020

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 15, 2022 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender") and VIRTUAL FRAMEWORKS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of February 15, 2022 (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include any "intent-to-use" trademark at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.
2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office after the Original Effective Date, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor which are registered or subject to an application for registration with the United States Patent and Trademark Office after the Original Effective Date, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by Grantor which are registered or subject to an application for registration with the United States Patent and Trademark Office after the Original Effective Date.
3. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender 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 the Lender as a matter of law or equity. Each right, power and remedy of the Lender 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 Lender of any one or more of the rights,

powers or remedies provided for in this 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 Lender, of any or all other rights, powers or remedies.

4. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

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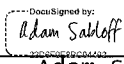
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

400 North Ashley Drive
Suite 1900
Tampa, FL 33602

GRANTOR:

VIRTUAL FRAMEWORKS, INC.

By: 
Name: Adam Sabloff
Title: CEO

Address of Lender:

ORIX Corporate Capital, Inc.
1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

LENDER:

ORIX GROWTH CAPITAL, LLC

By: _____
Name: William Bishop
Title: Managing Director

ORIX USA Corporation
1717 Main Street, Suite 900
Dallas, TX 75201
Attn: Operations Manager

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:

Address of Grantor:

400 North Ashley Drive
Suite 1900
Tampa, FL 33602

VIRTUAL FRAMEWORKS, INC.

By: _____
Name:
Title:

Address of Lender:

ORIX Corporate Capital, Inc.
1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

LENDER:

ORIX GROWTH CAPITAL, LLC

By: William D. Bishop
Name: William Bishop
Title: Managing Director

ORIX USA Corporation
1717 Main Street, Suite 900
Dallas, TX 75201
Attn: Operations Manager