

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM743330

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IMMERSIVE LABS HOLDINGS LIMITED		07/25/2022	Company: ENGLAND AND WALES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	Alphabeta, 14-18 Finsbury Square		
<b>City:</b>	London		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	EC2A 1BR		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97278706	IMMERSIVE SIMULATION ENGINE	
<b>Serial Number:</b>	97184854	HUMAN DEFENSE LAYER	
<b>Serial Number:</b>	97184832	TEAM SIM	
<b>Serial Number:</b>	97175613	CYBER WORKFORCE OPTIMIZATION	
<b>Serial Number:</b>	90828304	IMMERSIVE LABS	
<b>Serial Number:</b>	90800744	CYBER CRISIS SIMULATOR	
<b>Serial Number:</b>	90800735	IMMERSIVE CYBER CRISIS SIMULATOR	
<b>Registration Number:</b>	6198281	IL	
<b>Registration Number:</b>	5974946	IMMERSIVE LABS	
<b>Registration Number:</b>	5388680	DIGITAL CYBER ACADEMY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		

OP \$265.00 97278706

<b>Address Line 4:</b>	Washington, D.C. 20036
<b>ATTORNEY DOCKET NUMBER:</b>	1742240
<b>NAME OF SUBMITTER:</b>	Andrew Nash
<b>SIGNATURE:</b>	/Andrew Nash/
<b>DATE SIGNED:</b>	07/25/2022
<b>Total Attachments: 8</b> source=(Execution_Version)_Intellectual_Property_Security_Agreement_-_Immersive_Labs_-_105337095_1#page1.tif source=(Execution_Version)_Intellectual_Property_Security_Agreement_-_Immersive_Labs_-_105337095_1#page2.tif source=(Execution_Version)_Intellectual_Property_Security_Agreement_-_Immersive_Labs_-_105337095_1#page3.tif source=(Execution_Version)_Intellectual_Property_Security_Agreement_-_Immersive_Labs_-_105337095_1#page4.tif source=(Execution_Version)_Intellectual_Property_Security_Agreement_-_Immersive_Labs_-_105337095_1#page5.tif source=(Execution_Version)_Intellectual_Property_Security_Agreement_-_Immersive_Labs_-_105337095_1#page6.tif source=(Execution_Version)_Intellectual_Property_Security_Agreement_-_Immersive_Labs_-_105337095_1#page7.tif source=(Execution_Version)_Intellectual_Property_Security_Agreement_-_Immersive_Labs_-_105337095_1#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

25 July 2022

This Intellectual Property Security Agreement (“Agreement”) is entered into as of \_\_\_\_\_ by and between (i) **SILICON VALLEY BANK**, a California corporation operating through its UK Branch (“Bank”), and (ii) **IMMERSIVE LABS HOLDINGS LIMITED**, a company registered under the laws of England and Wales under company number 11439032 (“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 Agreement by and between Bank, Grantor and the other parties thereto dated as of the date hereof (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 that certain Security Agreement dated as of the date hereof between Grantor and Bank, Grantor has agreed to grant 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 Intellectual Property Collateral described below.

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.

Notwithstanding the foregoing, “Intellectual Property Collateral,” “Copyrights,” “Patents,” “Trademarks” and “Mask Works” shall not include (a) any “intent to use” trademarks 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, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Trademarks and Intellectual Property Collateral, and (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

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. The words “execution,” “signed,” “signature” and

words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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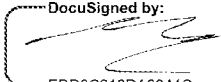
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

Immersive Labs Holdings Limited  
The Programme, All Saints Street  
Bristol, England BS1 2LZ  
Attn: James Hadley

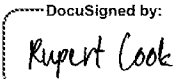
GRANTOR:

EXECUTED as a DEED by  
**IMMERSIVE LABS HOLDINGS LIMITED**  
by two directors:

By:   
\_\_\_\_\_

Name: James Hadley

Title: Chief Executive Officer

By:   
\_\_\_\_\_

Name: Rupert Cook

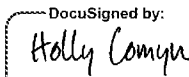
Title: Chief Strategy Officer

Address:

Silicon Valley Bank  
Alphabeta, 14-18 Finsbury Square  
London, EC2A 1BR  
Attn: Holly Comyn

BANK:

**SILICON VALLEY BANK**

By:   
\_\_\_\_\_

Name: Holly Comyn

Title: Senior Vice President

EXHIBIT A

U.S. Copyrights

NONE

EXHIBIT B

U.S. Patents

NONE



EXHIBIT C

## U.S. Trademarks

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IMMERSIVE LABS HOLDINGS LIMITED	IMMERSIVE SIMULATION ENGINE	97278706	2/22/2022
IMMERSIVE LABS HOLDINGS LIMITED	HUMAN DEFENSE LAYER	97184854	12/22/2021
IMMERSIVE LABS HOLDINGS LIMITED	TEAM SIM	97184832	12/22/2021
IMMERSIVE LABS HOLDINGS LIMITED	CYBER WORKFORCE OPTIMIZATION	97175613	12/16/2021
IMMERSIVE LABS HOLDINGS LIMITED	IMMERSIVE LABS	90828304	7/14/2021
IMMERSIVE LABS HOLDINGS LIMITED	CYBER CRISIS SIMULATOR	90800744	6/29/2021
IMMERSIVE LABS HOLDINGS LIMITED	IMMERSIVE CYBER CRISIS SIMULATOR	90800735	6/29/2021
IMMERSIVE LABS HOLDINGS LIMITED	IL	88644574 6198281	10/7/2019 11/17/2020
IMMERSIVE LABS HOLDINGS LIMITED	IMMERSIVE LABS	88166790 5974946	10/24/2018 2/4/2020
IMMERSIVE LABS HOLDINGS LIMITED	DIGITAL CYBER ACADEMY	87425662 5388680	4/26/2017 1/23/2018

EXHIBIT D

Mask Works

NONE