

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MURSION, INC.		10/05/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GZ IMPACT FUND I, L.P.		
Street Address:	1555 Blake Street, Suite 210		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5110473	MURSION	
Serial Number:	90100497	M	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	13032231100		
Email:	dntrademarkdocket@bhfs.com		
Correspondent Name:	Sarah K. Dewar		
Address Line 1:	410 Seventeenth St., Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	019753.0054		
NAME OF SUBMITTER:	Sarah K. Dewar		
SIGNATURE:	/Sarah K. Dewar/		
DATE SIGNED:	10/06/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 5, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by MURSION, INC., a Delaware corporation (“**Grantor**”), in favor of GZ IMPACT FUND I, L.P., a Delaware limited partnership (together with its successors and assigns, the “**Lender**”).

WHEREAS, pursuant to the Credit and Security Agreement, dated as of the date hereof, by and between Grantor and Lender (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “**Credit Agreement**”), the Lender has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement, as amended.

WHEREAS, under the terms of the Credit Agreement, Grantor has granted to the Lender a security interest in all of Grantor’s right, title, and interest in and to certain Collateral, including all of Grantor’s copyrights, trademarks, and patents, as applicable, and Grantor has agreed as a condition thereof to execute this IP Security Agreement with respect to each of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, Grantor hereby agrees with the Lender, as follows:

1. Grant of Security. Grantor hereby grants to the Lender, a security interest in all of Grantor’s right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Indebtedness:

(a) all Intellectual Property Rights identified in Schedule 1 and the goodwill of the business connected with the use of, and symbolized by, each such copyrights, trademarks, and patents, as applicable; and

(b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above.

2. Recordation. Grantor authorizes the Lender to request that the Register of Copyrights, the Commissioner for Patents or the Commissioner for Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so

executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law; Jurisdiction, Venue; Waiver of Jury Trial. Section 8.12 of the Credit Agreement is incorporated *mutatis mutandis*.

5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.

6. Notices. Section 8.3 of the Credit Agreement is incorporated *mutatis mutandis*.

[signature pages follow]

GRANTOR:

MURSION, INC.,
a Delaware limited liability company

By: Mark Atkinson
Name: Mark Atkinson
Title: Chief Executive Officer

SCHEDULE 1

1. Patents:

Title	Country	Application No. & Filing Date	Patent No. & Issue Date
Control System for Virtual Characters	US	Application No.: 15/344,969; Filing Date: 11/7/2016	Patent No: 10,489,957; Issue Date: 11/26/2019
Control System for Virtual Characters	US	Application No.: 16/654,750; Filing Date: 10/16/2019	Patent No: 10,930,044; Issue Date: 2/23/2021
Control System for Virtual Characters	EP Regional Phase	Application No.: 16863155.4; Filing Date: 11/7/2016	Pending
Collaborative Physical-Virtual Interface	US	Application No: 16/987815; Filing Date: 8/7/2020	Pending
Control System for Virtual Characters	CA	Application No.: 3,042,490; Filing Date 11/7/2016	Pending
Systems and Methods for Automated Control of Human Inhabited Characters	US	Application No.: 16/801843; Filing Date 2/26/2020	Pending
Systems and Methods for Evaluation of Interpersonal Interactions to Predict Real World Performance	US	Application No. 17/131356; Filing Date: 12/22/2020	Pending
Systems and Methods for Automated Control of Human Inhabited Characters	EP	Application No. 21158734.0; Filing Date: 2/23/2021	Pending
Systems and Methods for Automated Control of Human Inhabited Characters	CA	Application No. 3110334; Filing Date: 2/25/2021	Pending


Title	Country	Application No. & Filing Date	Patent No. & Issue Date
Systems and Methods for Collaborative Physical-Virtual Interfaces	CA	Application No: 3120556; Filing Date: 6/2/2021	Pending
Systems and Methods for Collaborative Physical-Virtual Interfaces	EP	Application No: 21178233.9; Filing Date: 6/8/2021	Pending
Peer to Peer Communication System and Method	US	Application No.: 17/312347; Filing Date: 6/9/2021	Pending
Rating Interface for Behavioral Impact Assessment During Interpersonal Interactions	US	Application No.: 17/311494; Filing Date: 6/7/2021	Pending
Interpersonal Interactions			
Rating Interface for Behavioral Impact Assessment During Interpersonal Interactions	EP	Application No.: 1991570.1; Filing Date: 2/19/2019	Pending
Rating Interface for Behavioral Impact Assessment During Interpersonal Interactions	CA	Application No.: 3130573; Filing Date: 2/19/2019	Pending
Systems and Methods for Evaluation of Interpersonal Interactions to Predict Real World Performance	EP	Application No. 21215045.2; Filing Date: 12/16/2021	Pending
Systems and Methods for Evaluation of Interpersonal Interactions to Predict Real World Performance	CA	Application No. 3143454; Filing Date: 12/21/2021	Pending

2. Trademarks:

Registered U.S. Trademarks:

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Reg. Date	Class and Description of Goods Covered	Owner of Record	Status
MURSION	Reg. No.: 5,110,473	US	IC 009	12/27/2016	Computer application software in the field of professional development, namely, software for digital puppeteering, tele-presence, voice and image transmission as well as recording and enabling review of activities; Computer software in the field of professional development for enabling control of avatars in real time in a digital environment; Computer software platforms for creation and operation of live, simulated experiential learning programs in the field of professional development.	Mursion, Inc.	Registered

Pending U.S. Trademark Applications:

Serial Number	Filing Date	Applicant	Mark
90/100,497	8/7/2020	Mursion, Inc.	

3. Copyrights: None.