

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM809372

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SCOPE TECHNOLOGIES US INC.		04/06/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LAGO INNOVATION FUND II, LLC		
<b>Street Address:</b>	3575 Piedmont Road, Building 15, Suite 730		
<b>Internal Address:</b>	c/o BIP Capital		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5006086	SCOPE AR	
<b>Registration Number:</b>	5066067	REMOTE AR	
<b>Registration Number:</b>	5231329	REMOTE AR	
<b>Registration Number:</b>	5268994	WORKLINK	
<b>Registration Number:</b>	5266525	PUT YOUR KNOWLEDGE WHERE YOU NEED IT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	8007130755		
<b>Email:</b>	results-uccteam6@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125 #92871654TF		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	K. Terrell Hutchins		
<b>SIGNATURE:</b>	/K. Terrell Hutchins/		
<b>DATE SIGNED:</b>	05/10/2023		

OP \$140.00 5006086

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 6, 2023 (the "**Agreement**") between **LAGO INNOVATION FUND II, LLC**, a Delaware limited liability company in its capacity as agent (in such capacity, "**Agent**") and **SCOPE TECHNOLOGIES US INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of April 6, 2023 (as amended from time to time, the "**Loan Agreement**"), among Grantor, the lenders from time to time party thereto (collectively, the "**Lenders**") and the Agent. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Agent, for the benefit of itself and Lenders, a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;
- (b) 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 (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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 anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademarks at all times prior to the first use thereof.


The rights and remedies of Agent with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement, 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 Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**SCOPE TECHNOLOGIES US INC.**, a Delaware corporation

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

Name: Scott Montgomerie

Title: Chief Executive Officer

Address for Notices:  
Scope Technologies US Inc.  
575 Market Street, Floor 4  
San Francisco, CA 94105  
Attn: Scott Montgomerie  
Email: scott@scopear.com

**AGENT:**

**LAGO INNOVATION FUND II, LLC**,  
a Delaware limited liability company

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

Name: Heather La Freniere

Title: Senior Managing Member

Address for Notices:  
LAGO INNOVATION FUND II, LLC  
500 W Madison Street, Suite 1000  
Chicago, IL 60661  
Attn: Heather La Freniere  
Email: heather@lagoinnovation.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**SCOPE TECHNOLOGIES US INC.**, a Delaware corporation

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

Name: \_\_\_\_\_

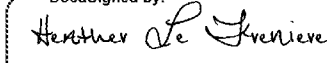
Title: \_\_\_\_\_

Address for Notices:

Scope Technologies US Inc.  
575 Market Street, Floor 4  
San Francisco, CA 94105  
Attn:  
Email:

**AGENT:**

**LAGO INNOVATION FUND II, LLC**,  
a Delaware limited liability company

DocuSigned by:  
  
By: \_\_\_\_\_  
FBB45C6B44A14C9...

Name: Heather La Freniere

Title: Senior Managing Member

Address for Notices:

LAGO INNOVATION FUND II, LLC  
500 W Madison Street, Suite 1000  
Chicago, IL 60661  
Attn: Heather La Freniere  
Email: heather@lagoinnovation.com


**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Registration/Filing Date:</u>
SCOPE AR	86694199	5006086	N/A	July 26, 2016
REMOTE AR	86652346	5066067	N/A	October 18, 2016
 REMOTE AR	87152239	5231329	N/A	June 27, 2017
WORKLINK	87088612	5268994	N/A	August 22, 2017
PUT YOUR KNOWLEDGE WHERE YOU NEED IT	86694210	5266525	N/A	August 15, 2017



**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>
Method and apparatus for sharing augmented reality applications to multiple clients	US-9846972-B2	15/091,207	Issued	December 19, 2017
Methods and apparatus for augmented reality applications	US-10360729-B2	15/090,888	Issued	July 23, 2019
Methods For Augmented Reality Applications	US-11398080-B2	17/121,505	Issued	July 26, 2022
Methods For Augmented Reality Applications	US-10878634-B2	16/435,977	Issued	December 29, 2020
Method and Apparatus For Sharing Augmented Reality Applications to Multiple Clients	US-10157502-B2	15/809,317	Issued	December 18, 2018