

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM820714

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Assignment by virtue of foreclosure of security and loan purchase agreement eement
<b>RESUBMIT DOCUMENT ID:</b>	900781153

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SonicSensory, Inc.		09/23/2022	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	HAPTECH HOLDINGS, INC.
<b>Street Address:</b>	5179 KNOLLWOOD WAY
<b>City:</b>	WOODLAND HILLS
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91364
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Serial Number:</b>	90671998	BIOHAPTICS

## CORRESPONDENCE DATA

## Fax Number:

*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.*

**Phone:** 2036590388  
**Email:** ptomail@gziplaw.com  
**Correspondent Name:** ZIEGLER IP LAW GROUP LLC.  
**Address Line 1:** 3135 Easton Turnpike  
**Address Line 2:** SHU i-Hub, W-256  
**Address Line 4:** Fairfield, CONNECTICUT 06825

<b>ATTORNEY DOCKET NUMBER:</b>	HH.7426.UST1
<b>NAME OF SUBMITTER:</b>	Geza C Ziegler Jr.
<b>SIGNATURE:</b>	/GCZ44004/
<b>DATE SIGNED:</b>	06/29/2023

## Total Attachments: 33

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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*

7FDA69E7709849D...

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	12/3/2020
	16/673529	11/4/2019
HAPTIC TRANSDUCER AND FOOTPLATE COUPLED TO THE SAME	202003310207	10/22/2020
	16/918867	7/1/2020
MULTI-CHANNEL AUDIO VIBRATORY ENTERTAINMENT SYSTEM	20200137495	4/30/2020
	16/729819	12/30/2019
VIBRATING FOOTWEAR DEVICE AND ENTERTAINMENT SYSTEM FOR USE THEREWITH	20200060380	2/27/2020
	16/588598	9/30/2019
MULTI-DEVICE AUDIO STREAMING SYSTEM WITH SYNCHRONIZATION	201902153498	7/11/2019
	16/333438	9/14/2017
A DEVICE FOR GENERATING CHEST-CHAMBER ACOUSTIC RESONANCE AND DELIVERING THE RESULTANT AUDIO AND HAPTIC TO HEADPHONES	20190069088	2/28/2019
	16/081256	3/2/2017
SYSTEMS AND METHODS FOR MULTI-SENSORY ENHANCED AUDIO-VISUAL RECORDINGS	20180373335	12/27/2018
	16/019527	6/26/2018
MULTI-CHANNEL AUDIO VIBRATORY ENTERTAINMENT SYSTEM	20180332394	11/15/2018
	16/042852	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	5/10/2018
	15/563921	4/4/2016
VIBRATING FOOTWEAR DEVICE AND ENTERTAINMENT SYSTEM FOR USE THEREWITH	20180000190	1/4/2018
	15/707495	9/18/2017
VIRTUAL REALITY SYSTEM WITH DRONE INTEGRATION	20170193707	7/6/2017
	15/400853	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		

**NON-RECOURSE LOAN DOCUMENT SALE AND ASSIGNMENT AGREEMENT**

**THIS NON-RECOURSE LOAN DOCUMENT SALE AND ASSIGNMENT AGREEMENT** (this “**Agreement**”) is made on May 31, 2022, by and between **SILICON VALLEY BANK**, a California corporation (“**Assignor**”), and **HAPTECH HOLDINGS, INC.** (“**Assignee**”).

**RECITALS**

A. Assignor is a party to a certain Loan and Security Agreement dated as of October 31, 2017, by and between Assignor and **SONICSENSORY, INC.**, a Delaware corporation, (“**Borrower**”), (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) and certain related documents which evidence the loans and associated agreements which are listed on Exhibit “A” attached hereto and are incorporated herein by this reference (together with the Loan Agreement, collectively referred to herein as the “**Loan Documents**”). *Capitalized terms used herein and not otherwise defined herein shall have the meanings given in the Loan Agreement.*

B. Assignee and Assignor desire for Assignee to purchase, accept and assume from Assignor, and for Assignor to sell and assign to Assignee, the “Assigned Interest” (as defined herein) in consideration of Assignee’s payment of the “Purchase Price” (as defined herein).

C. Assignor desires to transfer to Assignee the Assigned Interest subject to the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Payment of Purchase Price.**

(a) **Cash Purchase Price.** On or before the date hereof, Assignee shall pay to Assignor the sum of [REDACTED] (the “**Cash Purchase Price**”). The Cash Purchase Price shall be paid to Assignor by federal funds wire transfer or account transfer from an account at Silicon Valley Bank, using the following instructions:

Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054  
ABA # [REDACTED]  
Account Number: [REDACTED]  
ATTN: Loan Processing  
Ref: SonicSensory, Inc.

(b) **Earn Out Purchase Price.** In addition to the Cash Purchase Price, Assignee shall pay to Assignor [REDACTED] from the following (collectively, the “**Earn Out Purchase Price**”):

(i) [REDACTED] of any and all licensing income earned by Assignee from and after the date hereof (which amounts shall be supported by quarterly revenue reports to be delivered by Assignee to Assignor within thirty (30) days following the end of each fiscal quarter); and

(ii) The first sale proceeds received by Assignee from the sale or sales of intellectual property. In the event that such proceeds are not paid to Assignee in cash, Assignee shall make a payment to Assignor in cash in an amount equal to the value of the non-cash consideration that Assignee has received for the sale of intellectual property.

Assignee acknowledges and agrees that the obligation to pay the Earn Out Purchase Price as set forth above shall survive the transfer of the Assigned Interest.

2. **Assignment of Loan Documents.** Effective upon Assignor’s receipt of: (a) this Agreement duly executed by Assignee, and (b) the entire Cash Purchase Price, paid as set forth in Section 1, Assignor hereby grants, assigns, conveys, transfers and sets over to Assignee, and Assignee hereby irrevocably accepts and assumes, (x) all of Assignor’s right, title, interest and obligations in, to and under all of the Loan Documents and its rights and remedies thereunder, and (y) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right Assignor (in its capacity as “Bank” (as defined in the Loan Agreement)) against any person, whether known or unknown, arising under or in connection with the Loan Documents or the loan transactions governed thereby or in any way related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or equity related to the right, title, interest and obligations sold and assigned and assumed pursuant to clause (x) above (the right, title, interest and obligations, and the claims, suits, causes of action and other rights sold and assigned by Assignor to Assignee pursuant to clauses (x) and (y) above being referred to herein collectively as the “**Assigned Interest**”). The Assigned Interest shall not include any Bank Services Agreements or warrants for the purchase of stock. Promptly upon the satisfaction of the conditions set forth in the immediately preceding sentence, Assignor shall: (i) deliver to Assignee each of the original Loan Documents in Assignor’s possession (if any), and an amendment (which shall be in form and substance reasonably satisfactory to Assignee) to each UCC Financing Statements identified on Exhibit “B” which confirms the assignment herein, and Assignor hereby agrees that upon such delivery Assignee shall be authorized to file same; and (ii) execute any other documents Assignee reasonably requests to facilitate Assignee’s purchase, acceptance and assumption from Assignor, and Assignor’s sale and assignment to Assignee, of all of the Assigned Interest at Assignee’s sole cost and expense. The sale and assignment of the Assigned Interest pursuant to this Agreement is made **WITHOUT RECOURSE** to Assignor and **WITHOUT ANY REPRESENTATION AND WARRANTY OF ANY KIND** by Assignor except as expressly set forth in Section 5.

3. **Scope of Assigned Loan Documents.** Assignee hereby expressly acknowledges and agrees that this Agreement is effective as to the Loan Documents referenced on Exhibit “A”.

4. **Acceptance of Assignment.** Assignee hereby irrevocably accepts and assumes the Assigned Interest set forth in Section 2, subject to the limitations set forth in Section 3.

5. **Assignor's Representations.** Assignor represents, warrants, and covenants to Assignee that (a) the execution by Assignor of this Agreement and the performance by Assignor of Assignor's obligations hereunder, respectively, (i) have been duly authorized by all requisite corporate action, and (ii) will not violate any order of any court or governmental agency or any agreement by which Assignor is bound; (b) Assignor is the legal and beneficial owner of the Assigned Interest; and (c) Assignor has not previously assigned or conveyed any of its right, title, interest or obligations in the Assigned Interest.

6. **Exclusion of Assignor's Warranties and Representations.** Except as specifically provided in Section 5, this Agreement is made by Assignor without any representations or warranties whatsoever, whether expressed, implied or imposed by law. Without limiting the generality of the foregoing total exclusion of representations and warranties, this Agreement is made:

**WITHOUT** any representations or warranties with respect to the genuineness of any signature other than those made by or on behalf of Assignor. **WITHOUT** any representations or warranties with respect to the collectibility of any amount owed by Borrower under any of the Loan Documents.

**WITHOUT** any representations as to the financial condition of Borrower.

**WITHOUT** any of the representations or warranties described in Article 3 of the Uniform Commercial Code as enacted in the State of California or the State of Delaware.

**WITHOUT** any representations or warranties with respect to the legality, validity, completeness, accuracy, sufficiency or enforceability of any of the Loan Documents.

**WITHOUT** any representations or warranties with respect to the validity, enforceability, attachment, priority, or perfection of any security interest, attachment, relief, or encumbrance, included in the Loan Documents, or the compliance with applicable law of any proceedings commenced or followed by Assignor with respect to Assignor's loan and security arrangements with Borrower.

**WITHOUT** any representations or warranties with respect to the existence, value, access to or condition of any collateral granted (or purported to be granted) to Assignor under the Loan Documents, including, without limitation, as to any environmental matters (including, without limitation as to the existence of any hazardous materials).

7. **Assignee's Acknowledgment.** Assignee acknowledges the foregoing total exclusion of representations and warranties and further acknowledges and agrees that except as specifically provided in Section 5, Assignor has not made any representations or warranties whatsoever. Assignee further acknowledges and agrees that (a) neither Assignor nor Assignee

shall make any further extensions of credit to Borrower under the Loan Documents, and (b) certain of the Loan Documents may contain redactions to prevent the disclosure of personal identifying information, and Assignor shall have no obligation to provide unredacted copies of such documents.

8. **No Endorsement.** This Agreement does not constitute an endorsement by Assignor of the Loan Documents. Any attempt to affix this Agreement to the Loan Documents shall be without force or effect to alter the nature of this Agreement.

9. **Representations by Assignee.** Assignee represents, warrants and covenants the following:

- (a) Assignee has determined to enter this Agreement and to purchase the Assigned Interest following Assignee's own independent review and inspection of whatever matters Assignee deemed necessary or appropriate, including, without limitation, an independent investigation and evaluation as to the facts and circumstances relating to this Agreement, including transactions related to the Loan Documents, and not in reliance upon any information provided by Assignor.
- (b) Assignee has entered into this transaction after consultation with independent counsel of Assignee's own selection, and, with the sole exception of the representations and warranties specifically made in Section 5 herein, is not relying upon any representation or warranty of Assignor in consummating this transaction.
- (c) Assignee (i) is a sophisticated entity with respect to the purchase of the Assigned Interest, (ii) is able to bear the economic risk associated with the purchase of the Assigned Interest, and (iii) has such knowledge and experience, and has made purchases and investments of a similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of the Assigned Interest contemplated by this Agreement.
- (d) The execution by Assignee of this Agreement and the performance by Assignee of Assignee's obligations hereunder respectively, have been duly authorized to the extent necessary, and will not violate any contract or order of any court or governmental agency or any agreement by which Assignee is bound.
- (e) Assignee has purchased the Assigned Interest for Assignee's own account, and not with a view to resale.
- (f) Assignee has done a full, complete and exhaustive independent evaluation and investigation into the status of Borrower without reliance on Assignor, and into the status of any collateral which purportedly secures Borrower's obligations under the assigned documents, including, without limitation, Borrower's financial status and the condition or value of the collateral purportedly granted under any of the Loan Documents.

- (g) No interest in the Assigned Interest is being acquired by or on behalf of an entity that is, or at any time while the Assigned Interest is held thereby, a Benefit Plan. For purposes of this Agreement, a “**Benefit Plan**” is defined as (i) an “employee benefit plan” as defined by the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated under it (collectively, “**ERISA**”) that it subject to Title I of ERISA, (ii) a “plan” as defined in Section 4975 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated under it (collectively, the “**IRC**”), or (iii) any entity whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA of or Section 4975 of the IRC) the assets of any such “employee benefit plan” or “plan.”
- (h) It is the sole and exclusive responsibility of Assignee, at Assignee’s cost, to assert and defend (to the extent necessary) any and all claims arising under the Loan Documents.
- (i) Assignee is not an existing investor in Borrower.

10. **Waiver**. Assignee represents, warrants, and covenants that Assignee has no claims, rights, or recourse against Assignor arising from or in any way related to Borrower, this Agreement or the Loan Documents, except with respect to the obligations of Assignor created by, acknowledged, or arising out of this Agreement. To the extent Assignee has or may have any claims, rights, or recourse against Assignor (other than obligations created by, acknowledged, or arising out of this Agreement), Assignee fully releases Assignor from and against any and all liability, and intends this Agreement to be a full and final accord and satisfaction of any such claims, rights, or recourse, known or unknown, and acknowledges that Assignee is familiar with Section 1542 of the California Civil Code, and hereby waives and relinquishes any right or benefit Assignee has or may have under Section 1542 of the California Civil Code, or similar law, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

11. **Indemnification**.

- (a) Assignee hereby agrees to indemnify, defend, and hold Assignor and SVB Financial Group, and any of their respective affiliates, employees, officers, directors, attorneys, or agents (each, an “**Indemnified Person**”) harmless of and from any claim, lawsuit or other action, brought or threatened against any Indemnified Person by Borrower, any creditor of Borrower, any equity holder in Borrower, any guarantor or endorser of Borrower’s obligations, or any other person (as well as from attorneys’ reasonable fees and expenses in connection therewith) on account of, relating to, or arising out of this Agreement or any of the Loan Documents. Any such claim, lawsuit or other



action may be defended, compromised, settled (which settlement must be with the consent of Assignee, which consent will not be unreasonably withheld), or pursued by the Indemnified Person with counsel of Assignee's selection (such selection of counsel subject to Assignor's prior written approval, which approval shall not be unreasonably withheld), but at the sole cost and expense of Assignee; provided, however, that the Indemnified Person may also employ other or additional counsel at its sole cost and expense. Assignee, by executing this Agreement where indicated below, acknowledges and agrees that Assignee's liability and obligations under this Section 12 shall continue in full force and effect until the earlier of these two events: (i) the specific termination of such liability and obligations in writing by a duly authorized officer of Assignor or (ii) (except with respect to claims, lawsuits or other actions already asserted or filed against an Indemnified Person) the expiration of 4 years from the effective date of this Agreement, or in the event of an allegation that the "discovery rule" applies, 4 years from the date of the alleged "discovery" of the claim, lawsuit or other action.

- (b) Assignee acknowledges and agrees that Borrower's obligation to indemnify Assignor pursuant to the terms and conditions of the Loan Documents shall remain in full force and effect, and shall expressly survive, following the transfer of the Assigned Interest to Assignee.

12. **Further Assurances**. Assignor and Assignee shall execute, acknowledge, file, and record such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

13. **Attorneys' Fees**. Subject to the terms of the Indemnification provision above, should any party hereto reasonably retain counsel for the purposes of enforcing or preventing the breach of any provision hereof, including, but not limited to, the instituting of any action or proceeding to enforce any provision hereof, for damages for reason of any alleged breach of any provision hereof, for declaration of such party's rights or obligations hereunder, or for any other judicial or equitable remedy, then, if said matter is settled by judicial determination (which term includes arbitration), the prevailing party, whether at trial or on appeal, shall be entitled to reimbursement by the losing party to the prevailing party for all costs and expenses incurred thereby, including, but not limited to reasonable attorneys', accountants' and appraisers' fees.

14. **Binding on Heirs and Successors; Further Transfers**. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. Notwithstanding the foregoing, Assignee may sell, assign, grant a participation in, or otherwise transfer all or any portion of the Assigned Interest, this Agreement, its rights under this Agreement, or any interest in any of the foregoing without the consent of or notice to the Assignor; *provided, however*, (a) Assignee's obligations to Assignor under this Agreement shall remain in full force and effect until fully paid, performed, and satisfied, (b) Assignor shall continue to deal solely and directly with Assignee in connection with Assignee's obligations under this Agreement, and (c) with respect to a transfer by Assignee of its rights against Assignor under this Agreement, the transferee must represent and warrant no transferred interest

is being acquired by the transferee by or on behalf of an entity that is, or at any time while the transferred interest is held thereby will be, one or more Benefit Plans.

15. **Entire Agreement; Modification, Waiver.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof. Any oral representations, supplements or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16. **Governing Law and Jurisdiction.** The parties hereto agree that this Agreement shall be governed exclusively under and in accordance with the laws of the State of California, irrespective of conflicts of laws principles. The parties hereto each submit to the exclusive jurisdiction of the State and Federal courts in Santa Clara County, California in connection with any and all disputes and causes of action between them arising from or relating to this Agreement.

17. **Execution; Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page hereof by electronic transmission (such as PDF or other electronic means) shall be effective as delivery of a manually executed counterpart hereof.

18. **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns.

19. **Invalidity.** In the event that any condition, covenant, promise, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant, promise, condition, or other provision herein contained. If such condition, covenant, promise, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

20. **Exhibits and Schedules.** All Exhibits referred to herein are hereby attached hereto and incorporated herein by this reference with the same force and effect as if fully set forth herein.

21. **Disclosure; Confidentiality.** Each party agrees that, without the prior written consent of the other party, it shall not disclose the contents of this Agreement or the Loan Documents to any person or entity, except that a party may make any such disclosure (a) as required to implement or enforce this Agreement, (b) if required to do so by any law, court, regulation, subpoena, or other legal process, (c) if its attorneys advise it that it has a legal obligation to do so or that failure to do so may result in it incurring liability to any other person or entity, (d) to its respective affiliates and the directors, officers, employees, agents, advisors, counsel and auditors or such party and of such party's affiliates. Assignee agrees to comply with the requirements of the Loan Documents regarding confidentiality.

22. **Notices.** All notices, consents, requests, approvals, demands, or other communication by any party to this Agreement must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and five (5) days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by electronic mail; (c) one (1) day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, or email address indicated below. Assignor or Assignee may change its mailing or electronic mail address by giving the other party written notice thereof in accordance with the terms of this Section 22.

If to Assignor: Silicon Valley Bank  
505 Howard Street, 3<sup>rd</sup> Floor  
San Francisco, California 94105  
Attn: Sheila Colson  
Email: scolson@svb.com

With a copy to: Morrison & Foerster LLP  
200 Clarendon Street  
Boston, Massachusetts 02116  
Attn: David A. Ephraim  
Email: dephraim@mof.com

If to Assignee: HapTech Holdings, Inc.  
114 N La Peer Dr., Unit 203  
Beverly Hills CA, 90211  
P: 310-560-2866  
Attn: Brent L. Williams  
Email: brent@90266holdings.com

23. **Agency.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any other association. Each of the parties hereto expressly disclaims any intention to create a partnership, joint venture, or principal-agent relationship.

24. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CLAIMS BASED ON CONTRACT, TORT, BREACH OF DUTY AND ANY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or

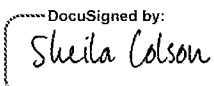
controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of the Santa Clara County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Santa Clara County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure Sections 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Santa Clara County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure Section 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

[signature page follows]

IN WITNESS WHEREOF, this Agreement is executed as of the date first set forth above.

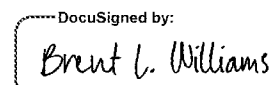
ASSIGNOR

SILICON VALLEY BANK

By:   
Name: Sheila Colson  
Title: Managing Director

ASSIGNEE

HAPTECH HOLDINGS, INC.

By:   
Name: Brent L. Williams  
Title: Chief Executive Officer

*Signature Page to Non-Recourse Sale and Assignment Agreement*

**Exhibit A**  
Loan Documents

1. Loan and Security Agreement dated as of October 31, 2017
2. First Amendment to Loan and Security Agreement dated as of July 24, 2018
3. Second Amendment to Loan and Security Agreement dated as of March 18, 2020
4. Third Amendment to Loan and Security Agreement dated as of May 14, 2020
5. Fourth Amendment to Loan and Security Agreement dated as of January 14, 2021
6. Intellectual Property Security Agreement dated as of January 14, 2021

**Exhibit B**  
Financing Statements

UCC-1 Financing Statement naming Borrower as Debtor filed with the Delaware Secretary of State on July 4, 2016 as filing No. 20164010300

UCC-1 Financing Statement naming Borrower as Debtor filed with the Delaware Secretary of State on November 3, 2017 as filing No. 20177295571

PROPOSAL FOR SURRENDER OF COLLATERAL AND STRICT FORECLOSURE

This is a PROPOSAL FOR SURRENDER OF COLLATERAL AND STRICT FORECLOSURE (the “Proposal”), dated as of September 23rd, 2022, made to SonicSensory, Inc., a Delaware corporation (“SonicSensory”), by Hapttech Holdings, Inc., a Delaware limited liability company (“Hapttech” and collectively the “Parties”), as assignee under the Loan and Security Agreement referenced below.

This agreement is valid when executed simultaneously with “Hapttech\_SSI License Agreement\_FINAL clean”, in which Hapttech agrees to license technology to SonicSensory (the “IP License”).

**RECITALS:**

WHEREAS, SonicSensory and Silicon Valley Bank, a California corporation (“Bank”), executed that certain Loan and Security Agreement, dated as of October 31, 2017 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Loan Agreement”; capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement), pursuant to which, among other things, Bank agreed, subject to the terms and conditions set forth in the Loan Agreement, to make certain financial accommodations to SonicSensory.

WHEREAS, to induce Bank to enter into the Loan Agreement, and as consideration therefor, SonicSensory granted to Bank, a security interest in substantially all of its assets (the “Initial Collateral”).

WHEREAS, SonicSensory and Bank executed that certain Intellectual Property Security Agreement dated as of January 14, 2021 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “IP Agreement”), pursuant to which, among other things, SonicSensory granted Bank a security interest in all of SonicSensory’s rights, title and interest in, to and under its intellectual property set forth on Exhibit A hereto (the “Intellectual Property Collateral,”) and together with the Initial Collateral, the “Collateral”). SonicSensory and Bank executed the Fourth Amendment to the Loan Agreement, dated as of January 14, 2021, pursuant to which, among other things, SonicSensory and Bank agreed to amend the term Collateral, as defined in the Loan Agreement, to include the Intellectual Property Collateral.

WHEREAS, Bank perfected the security interest granted in the Loan Agreement by filing Uniform Commercial Code (“UCC”) financing statement in the applicable jurisdiction of SonicSensory, including (i) the filing of a UCC financing statement with the Secretary of State of the State of Delaware on July 4, 2016, assigned file number 20164010300, identifying SonicSensory as a debtor; (ii) the filing of a UCC financing statement with the Secretary of State of the State of Delaware on or about November 3, 2017, assigned file number 20177295571, identifying SonicSensory as a debtor; and (iii) the filing of a UCC financing statement amendment for a change in collateral with the Secretary of State of the State of Delaware on December 22, 2020, assigned amendment number 20209064009, identifying Sonic Sensory as the debtor and describing the collateral as “all assets of Debtor, whether now owned or hereafter acquired.”



WHEREAS, Bank provided notice to SonicSensory, by letter dated as of September 8, 2021, that SonicSensory was in default under the terms of Section 8.1 of the Loan Agreement as a result of SonicSensory's failure to comply with the principal and interest payment requirement set forth in Section 2.1.1(b)(ii) of the Loan Agreement for the principal and interest payment due on September 1, 2021 (the "Existing Default").

WHEREAS, Bank and Hapttech executed that certain Non-Recourse Loan Document Sale and Assignment Agreement (the "Assignment Agreement"), dated as of May 31, 2022, pursuant to which Hapttech purchased, accepted, and assumed from Bank the Assigned Interest (as defined in the Assignment Agreement) for the Loan Agreement, IP Agreement (collectively the "Loan Documents") in consideration of Hapttech's payment of the Purchase Price (as defined in the Assignment Agreement) to Bank.

WHEREAS, Hapttech perfected the security interest granted in the Loan Documents and assigned through the Assignment Agreement by filing UCC financing statement amendments in the applicable jurisdiction of SonicSensory, including (i) the filing of two UCC financing statement amendments for the assignment of interest with the Secretary of State of the State of Delaware on June 8, 2022, assigned amendment numbers 20224820478 and 20224820650, both identifying SonicSensory as a debtor; and (ii) the filing of a UCC financing statement amendment for a continuation with the Secretary of State of the State of Delaware on June 10, 2022, assigned amendment number 20224904389, identifying SonicSensory as a debtor.

WHEREAS, Hapttech provided notice to SonicSensory, by letter dated as of June 28, 2022, that the Existing Default was continuing and that pursuant to Section 9.1(a) of the Loan Agreement, all Obligations were immediately due and payable.

WHEREAS, Hapttech believes there is not enough value to repay the Obligations in full.

WHEREAS, Hapttech has proposed that SonicSensory transfer to Hapttech all of SonicSensory's interests the Intellectual Property Collateral and any raw materials or finished goods currently held in the storage facility located in Los Angeles (the "Other Collateral") free and clear of all liens, claims, interests, and encumbrances to the full extent provided under applicable law, in full satisfaction of the Obligations, pursuant to Articles 9-620 and 9-621 of the UCC, as adopted in the State of Delaware (the "Delaware UCC")

WHEREAS, subject to the terms hereof, Hapttech agreed to accept the Intellectual Property Collateral and the Other Collateral in full satisfaction of the Obligations owed under the terms of the Loan Agreement and notwithstanding the UCC financing statement amendment for a change in collateral with the Secretary of State of the State of Delaware on December 22, 2020, which assigned amendment number 20209064009, identifying Sonic Sensory as the debtor and describing the collateral as "all assets of Debtor, whether now owned or hereafter acquired." Hapttech also agreed that if it has not picked up the Other Collateral in storage by , September 30th , 2022), that SonicSensory may dispose of the same as it sees fit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hapttech proposes as follows:

SECTION 1. RECITALS INCORPORATED. The recitals and prefatory phrases and paragraphs set forth above are hereby incorporated in full, and made a part of, this Proposal.

SECTION 2. ACKNOWLEDGMENTS

**2.1 Acknowledgment of Obligations.** By consenting to this Proposal, SonicSensory confirms and agrees that as of the close of business on September 1, 2022, (a) SonicSensory is indebted to Hapttech in respect of Loan Documents in the aggregate principal amount of [REDACTED] plus accrued but unpaid interest in the aggregate amount of not less than \$0.00.

**2.2 Binding Effect of Documents.** By consenting to this Proposal, SonicSensory acknowledges, confirms and agrees that its agreements and obligations contained in the Loan Documents and in this Proposal constitute the legal, valid and binding Obligations, enforceable against it in accordance with its respective terms, and it has no valid defense to the enforcement of such Obligations.

**2.3 Acknowledgement of Defaults.** By consenting to this Proposal, SonicSensory acknowledges and agrees that the Existing Default has occurred and is continuing and constitutes an “Event of Default,” as defined under the Loan Agreement, the Obligations are immediately due and payable, and Hapttech is entitled to exercise its rights and remedies under the Assignment Agreement, Loan Documents, applicable law, and otherwise.

**2.4 All Lenders are Parties to the Proposal.** Hapttech represents and warrants that Hapttech owns 100% of the Loans outstanding under the Loan Documents and shall provide this Proposal in advance of any assignment to, and shall be binding on, its respective assignees.

SECTION 3. SURRENDER OF COLLATERAL AND STRICT FORECLOSURE.

**3.1 Strict Foreclosure.** Pursuant to Articles 9-620 and 9-621 of the Delaware UCC, and solely to the extent applicable to the transactions contemplated hereby, as adopted in other states (including California), Hapttech agrees as of the Effective Date to accept SonicSensory’s interest in the Intellectual Property Collateral and Other Collateral in full satisfaction of the Obligations (the “Strict Foreclosure”). Upon the effectiveness of the Strict Foreclosure on the Effective Date (as defined below), Hapttech shall own all of SonicSensory’s rights, titles and interests in and to the Intellectual Property Collateral and Other Collateral. SonicSensory irrevocably consents to and unconditionally accepts Hapttech’s acceptance of the Intellectual Property Collateral and the Other Collateral as set forth above in satisfaction of the Obligations in accordance with and as required by Articles 9-620(a)(1) and 9-620(c)(2) of the Delaware UCC. SonicSensory agrees the Strict Foreclosure shall constitute an “acceptance” of collateral in satisfaction of the Obligations in accordance with and to the extent required by Articles 9-620(a)(1) and 9-620(c)(2) of the Delaware UCC. SonicSensory shall execute and deliver such additional documents and take such further action as may be necessary or reasonably desirable to effectuate the Strict Foreclosure. By consenting to this Proposal, SonicSensory (a) covenants and agrees that it will not challenge, object to or otherwise contest the effectiveness of the Strict Foreclosure; and (b) waives any right to redeem the Intellectual Property Collateral and

Other Collateral under Article 9-623 of the Delaware UCC. In accordance with Articles 9-620 through 9-622 of the Delaware UCC, subject to the terms and conditions set forth in this Proposal, on the Effective Date, Haptech hereby directs SonicSensory to convey, and based on that direction, SonicSensory hereby conveys all of its right, title and interest in and to the Intellectual Property Collateral and Other Collateral to Haptech.

**3.2 Acceptance of Collateral in Full Satisfaction.** Haptech, hereby accepts the transfers pursuant to Article 9-620 of the Delaware UCC and other applicable laws, of all of SonicSensory's right, title and interest in and to the Intellectual Property Collateral and Other Collateral in full satisfaction of the Obligations.

**3.3 Effect of Acceptance of Intellectual Property and Other Collateral.** By consenting to this Proposal, SonicSensory: (a) agrees that it has received notice sufficient for compliance with Articles 9-620 and 9-621 of the Delaware UCC and, in the alternative, expressly waives (i) any requirement for receipt of such notice and any right to notification of sale, transfer, conveyance or surrender of the Intellectual Property Collateral and Other Collateral pursuant to Articles 9-620 and 9-621 of the Delaware UCC, and (ii) any remedies, rights, defenses or actions it might have as a result of failure to have received such notice; (b) waives the right, if any, to redeem the Collateral under Article 9-623 of the Delaware UCC or otherwise; (c) waives any right to object to the sale, transfer, conveyance or surrender of the Intellectual Property Collateral and Other Collateral pursuant to Article 9-620 of the Delaware UCC or otherwise; (d) waives any other right, whether legal or equitable, that it may have in and to the Intellectual Property Collateral and Other Collateral, other than that granted by the IP License contemplated herein; and (e) agrees that the transactions contemplated herein are commercially reasonable.

**3.4 Transfer of Ownership in Satisfaction of Liens and Claims.** Ownership of the Intellectual Property Collateral and Other Collateral shall be vested with Haptech. Upon the occurrence of the Effective Date, SonicSensory is released from any and all continuing Obligations under the Loan Agreement or any other Loan Documents. Haptech undertakes to execute, deliver and/or file any and all termination statements and other instruments as may be necessary or appropriate, in each applicable governmental agency or UCC filing office, promptly following the Effective Date so as to properly reflect the release of all liens and security interests in all Collateral.

#### SECTION 4. REPRESENTATIONS AND WARRANTIES

**4.1 SonicSensory Representations and Warranties.** By consenting to this Proposal, SonicSensory hereby represents, warrants and covenants as follows:

(a) SonicSensory (i) is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware; and (ii) has the power and authority to execute, deliver, and perform its obligations under, this Proposal.

(b) The execution, delivery and performance by SonicSensory of this Proposal have been duly authorized by all necessary action, and does not and will not (i) contravene the terms of any of its Organization Documents or (ii) conflict with or result in any material breach or

contravention of, or result in the creation of any Lien under, any order, injunction, writ or decree of any governmental authority to which it or its Property is subject.

(c) No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any governmental authority is necessary or required in connection with the execution, delivery or performance by, or enforcement against, SonicSensory or any of its subsidiaries, except those recordings that are necessary to evidence the transfer of the IP Collateral to Haptech.

(d) The acceptance of and consent to this Proposal constitutes the legal, valid and binding obligation of SonicSensory, enforceable against it in accordance with its respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

## SECTION 5. CONDITIONS TO EFFECTIVENESS OF THIS PROPOSAL

**5.1 Conditions to Effectiveness.** This Proposal shall become effective at the time (the "Effective Date") that is the earliest date that the following conditions precedent have been met (or waived):

(a) Each of the following have occurred:

(i) the Parties sign and exchange duly executed signature pages for this Proposal; and

(ii) Haptech shall receive one or more documents, in form and substance reasonably acceptable to Haptech, providing for the transfer of Intellectual Property Collateral and Other Collateral; or

(b) Twenty-one (21) days following the date of this Proposal if no objection to the Proposal has been delivered to Haptech by SonicSensory in accordance with Article 9-620 of the Delaware UCC.

## SECTION 6. MISCELLANEOUS

**6.1 Reaffirmation.** By consenting to this Proposal, SonicSensory confirms that until the occurrence of the Effective Date, the Obligations are and continue to be secured by the security interests granted by it under the Loan Documents.

**6.2 Further Assurances.** The Parties hereto shall execute and deliver such additional documents and take such further action as may be necessary or desirable to effectuate the provisions and purposes of this Proposal, including to ensure the Collateral is vested in Haptech.

**6.3 Successors and Assigns.** This Proposal shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and assigns.

**6.4 Severability.** Any provision of this Proposal held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Proposal.

**6.5 Reviewed by Attorneys.** Each party has been afforded an opportunity to discuss this Proposal with, and have this Proposal reviewed by, such attorneys and other persons as such party may wish and has entered into this Proposal and executed and delivered all documents in connection herewith, of its own free will and accord and without threat, duress or other coercion of any kind by any Person. The Parties hereto acknowledge and agree that neither this Proposal nor the other documents executed pursuant hereto shall be construed more favorably in favor of one than the other based upon which party drafted the same, it being acknowledged that all Parties hereto contributed substantially to the negotiation and preparation of this Proposal and the other documents executed pursuant hereto or in connection herewith.

**6.6 Release by SonicSensory.** By consenting to this Proposal, except for Claims (as defined below) expressly arising under or relating to the enforcement of this Proposal or the IP License, SonicSensory hereby absolutely and unconditionally releases and forever discharges Haptech from any and all any and all actions, causes of action, counterclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, rights, claims, demands, liabilities, losses, rights to reimbursement, subrogation, indemnification or other payment, costs or expenses, and reasonable attorneys' fees, whether at law or in equity, of any kind, nature or description whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, and whether representing a past or present obligation ("Claims"), whether arising in law or equity or upon contract or tort or under any provincial, state, local or federal law or otherwise, which SonicSensory has had, now have or have made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Proposal, whether such claims, demands and causes of action are matured or unmatured or known or unknown (the "Release"). For the avoidance of doubt, neither Party shall be deemed to release any Claims expressly arising under or relating to the enforcement of this Proposal or the IP License.

**6.7 Release by Haptech.** By consenting to this Proposal, except for Claims (as defined below) expressly arising under or relating to the enforcement of this Proposal or the IP License, Haptech hereby absolutely and unconditionally releases and forever discharges SonicSensory from any and all any and all actions, causes of action, counterclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, rights, claims, demands, liabilities, losses, rights to reimbursement, subrogation, indemnification or other payment, costs or expenses, and reasonable attorneys' fees, whether at law or in equity, of any kind, nature or description whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, and whether representing a past or present obligation ("Claims"), whether arising in law or equity or upon contract or tort or under any provincial, state, local or federal law or otherwise, which Haptech has had, now have or have made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Proposal, whether such claims, demands and causes of action are matured or unmatured or known or unknown (the "Release").

For the avoidance of doubt, neither Party shall be deemed to release any Claims expressly arising under or relating to the enforcement of this Proposal or the IP License.

**6.8 Relationship.** The relationship between Haptch, on the one hand, and SonicSensory, on the other hand, is that of creditor and debtor and not that of partners or joint venturers. This Proposal does not constitute a partnership agreement, or any other association between Haptch, on the one hand, and SonicSensory, on the other hand. In consenting to this Proposal, SonicSensory acknowledges that Haptch has acted at all times only as a creditor to SonicSensory within the normal and usual scope of the activities normally undertaken by a creditor and in no event has Haptch attempted to exercise any control over the SonicSensory or its business or affairs.

**6.9 Final Agreement.** This Proposal represents the final agreement between the Parties hereto with respect to its subject matter and may not be contradicted by evidence of prior or contemporaneous oral agreements among the Parties. There are no oral agreements between the Parties hereto with respect to the subject matter of this Proposal.

**6.10 Revival of Obligations.** Notwithstanding any other provision of this Proposal, and in the event SonicSensory becomes a debtor in a case under Title 11 of the United States Code (the “Bankruptcy Code”), in the event that the foreclosure on and resulting transfer of the Collateral, or any part thereof, is subsequently invalidated, declared to be a fraudulent or preferential transfer, set aside, avoided and/or required to be repaid to a trustee, receiver or any other party, whether under any bankruptcy law, state or federal law, common law or equitable cause, or otherwise, then the Obligations, together with all defenses, claims, counterclaims, rights and remedies, both legal and equitable, that SonicSensory has or may have under the Loan Agreement or Loan Documents, shall be revived and reinstated and shall continue in full force and effect until Haptch has received payment in full in respect of the Obligations.

**6.11 Governing Law and Jurisdiction.**

(a) Governing Law. The laws of the State of Delaware shall govern all matters arising out of, in connection with or relating to this Proposal and all transactions and agreements contemplated hereby, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

(b) Submission to Jurisdiction. Any legal action or proceeding with respect to this Proposal shall be brought exclusively in the courts of the State of Delaware, or of the United States of America sitting in the District of Delaware and SonicSensory hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts. The Parties hereto irrevocably waive any objection, including an objection to the laying of venue or based on the grounds of *forum non conveniens*, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

**6.12 Waiver of Jury Trial.** THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT,

OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS PROPOSAL, THE OTHER LOAN DOCUMENTS AND ANY OTHER TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

**6.13 Headings.** The captions and headings of this Proposal are for convenience of reference only and shall not affect the interpretation of this Proposal.

**6.14 Counterparts.** This Proposal and consents hereto may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Proposal by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, this Proposal is executed and delivered as of the day and year affixed next to the signature page below.

[Signature Pages Follow]

Schedule 1

ACCEPTED AND CONSENTED TO:

**SONICSENSORY:**

SONICSENSORY, INC.

DocuSigned by:  
By Susan Paley  
Name Susan Paley  
Title DIR

SONICSENSORY, INC.

DocuSigned by:  
By Christopher Long  
Name Christopher Long  
Title DIR

**HAPTECH:**

HAPTECH HOLDINGS, INC.,

DocuSigned by:  
By Brent Williams  
Name Brent williams  
Title CEO

SK 28953 0007 9764097 v1



## EXHIBIT A

Intellectual Property List from Loan Agreement:

Description	<u>Registration/Applicati on Number</u>	<u>Registration/Applicati on 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	20200331027 16/918867	10/22/2020 7/1/2020
Haptic transducer device and insole for receiving the same	10,835,924	11/17/2020
MULTI-CHANNEL AUDIO VIBRATORY ENTERTAINMENT SYSTEM	20200137495 16/729819	4/30/2020 12/30/2019
Multi-channel audio vibratory entertainment system	10,524,054	12/31/2019
MULTI-CHANNEL AUDIO VIBRATORY ENTERTAINMENT SYSTEM	20180332394 16/042852	11/15/2018 7/23/2018
Multi-channel audio vibratory entertainment system	10,034,091	7/24/2018
MULTI-CHANNEL AUDIO VIBRATORY ENTERTAINMENT SYSTEM	9,402,133	2/12/2010
VIBRATING FOOTWEAR DEVICE AND ENTERTAINMENT SYSTEM FOR USE THEREWITH	20200060380 16/588598	2/27/2020 9/30/2019
Vibrating footwear device and entertainment system for use therewith	10,426,216	10/1/2019
VIBRATING FOOTWEAR DEVICE AND ENTERTAINMENT SYSTEM FOR USE THEREWITH	20180000190 15/707495	1/4/2018 9/18/2017
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	6/18/2008
MULTI-DEVICE AUDIO STREAMING SYSTEM WITH SYNCHRONIZATION	20190215349 16/333438	7/11/2019 9/14/2017

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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
FOOTPLATE DEVICE FOR VIBRATING FOOTWEAR	15/920291	7/2/2020
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
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	20170193707 15/400853	7/6/2017 1/6/2017
Virtual reality system with drone integration	10,535,195	1/14/2020

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2  
 ETAS ID: TM819241

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SonicSensory, Inc.		09/23/2022	Corporation:

RECEIVING PARTY DATA	
<b>Name:</b>	HAPTECH HOLDINGS, INC.
<b>Street Address:</b>	5179 KNOLLWOOD WAY
<b>City:</b>	WOODLAND HILLS
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91364
<b>Entity Type:</b>	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
	90671998	BIOHAPTICS

**CORRESPONDENCE DATA**  
 Fax Number:  
*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.*  
 Phone: 2036590388  
 Email: ptomail@gziplaw.com  
 Correspondent Name: ZIEGLER IP LAW GROUP LLC.  
 Address Line 1: 3135 Easton Turnpike  
 Address Line 2: SHU I-Hub, W-256  
 Address Line 4: Fairfield, CONNECTICUT 06825

<b>NAME OF SUBMITTER:</b>	Geza C Ziegler, Jr.
<b>SIGNATURE:</b>	/GCZ44004/
<b>DATE SIGNED:</b>	06/23/2023

**Total Attachments: 32**  
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