

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM866523

<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>
WIN Reality, Inc.		12/28/2023	Corporation: DELAWARE
Win Reality, LLC		12/28/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lago Innovation Fund III, LLC		
<b>Street Address:</b>	3575 Piedmont Road, Bldg. 15, Suite 730		
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97796324	WIN REALITY	
<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>	800-713-0755		
<b>Email:</b>	ERIC.EDWARDS@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<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>	01/08/2024		
<b>Total Attachments: 7</b>			
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

WIN Reality, Inc.  
Win Reality, LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Corporation; Limited Liability Company

Citizenship (see guidelines) DE

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 28, 2023

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Lago Innovation Fund III, LLC

Street Address: 3575 Piedmont Rd., Bldg. 15, Suite 730

City: Atlanta

State: GA

Country: USA Zip: 30305

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other LLC Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text

B. Trademark Registration No.(s) \_\_\_\_\_

See attached Exhibit B.

See attached Exhibit B.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Exhibit B.

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: K. Terrell Hutchins

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: 215-905-3751

Docket Number: \_\_\_\_\_

Email Address: thutchins@otterbourg.com

### 6. Total number of applications and registrations involved:

1

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

TH  
Signature

12/28/2023  
Date

K. Terrell Hutchins

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 28, 2023 (the "*Agreement*") among LAGO INNOVATION FUND III, LLC, a Delaware limited liability company ("*Lender*"), WIN REALITY, LLC, a Delaware limited liability company ("*Borrower*"), and WIN REALITY, INC., a Delaware corporation ("*Parent*" and, together with Borrower, individually and collectively, jointly and severally, the "*Grantor*") is made with reference to the Loan and Security Agreement, dated as of December 28, 2023 (as amended from time to time, the "*Loan Agreement*"), between Lender and Grantor. 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 Lender 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.

The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

**[signature page follows]**

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

**GRANTOR:**

**LENDER:**

**WIN REALITY, LLC**, a Delaware limited liability company

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

DocuSigned by:  
*Christopher O'Dowd*  
By: \_\_\_\_\_  
Name: Christopher O'Dowd  
Title: CEO

DocuSigned by:  
*Heather La Freniere*  
By: \_\_\_\_\_  
Name: Heather La Freniere  
Title: Co-Founder & Managing Partner

**WIN REALITY, INC.**, a Delaware corporation

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

DocuSigned by:  
*Christopher O'Dowd*  
By: \_\_\_\_\_  
Name: Christopher O'Dowd  
Title: CEO

Address for Notices:  
WIN REALITY, LLC  
2500 Bee Caves Rd., Bldg., 2, Ste., 330  
Austin, TX 78746  
Attn: Chris O'Dowd  
e: Chris.odowd@winreality.com

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

**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>
WIN REALITY	97796324	Pending	Pending	02/15/2023



**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>
VIRTUAL REALITY SPORTS TRAINING SYSTEMS AND METHODS	10300362	15/431,630	Issued	5/29/2019
VIRTUAL REALITY SPORTS TRAINING SYSTEMS AND METHODS	11278787	17/087,121	Issued	03/22/2022
VIRTUAL REALITY SPORTS TRAINING SYSTEMS AND METHODS	10486050	16/404,313	Issued	11/26/2019
VIRTUAL REALITY SPORTS TRAINING SYSTEMS AND METHODS	10821347	16/690,501	Issued	11/3/2020
VIRTUAL REALITY SPORTS TRAINING SYSTEMS AND METHODS	11826628	17/700,803	Issued	11/28/2023
HOLDER FOR ATTACHING A VIRTUAL REALITY DEVICE CONTROLLER TO AN ATHLETIC IMPLEMENT	N/A	63/320,219	Published	N/A