

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM494399

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Meta Company		10/12/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	K&L Gates LLP		
<b>Street Address:</b>	925 4th Ave., Ste. 2900		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98104-1158		
<b>Entity Type:</b>	Limited Liability Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4870701	META	
<b>Registration Number:</b>	4870702	META 1	
<b>Registration Number:</b>	5261590	META PREVIEW	
<b>Serial Number:</b>	86626961	META VIEWER	
<b>Registration Number:</b>	4870766	M	
<b>Serial Number:</b>	86665775	META LOADER	
<b>Serial Number:</b>	86907005	META	
<b>Registration Number:</b>	5201104	M	
<b>Registration Number:</b>	5201103	M	
<b>Serial Number:</b>	86906725	NEURAL PATH OF LEAST RESISTANCE	
<b>Serial Number:</b>	86906761	HANDS PHYSICS	
<b>Registration Number:</b>	5219422	META 2	
<b>Registration Number:</b>	5355701	NATURAL MACHINE	
<b>Serial Number:</b>	86921441	A. METAVERSE	
<b>Serial Number:</b>	86921472	METAVERSE OS	
<b>Serial Number:</b>	87259526	META NEURO INTERFACE DESIGN	
<b>Serial Number:</b>	87268325	SPACE	
<b>Serial Number:</b>	87268322	META WORKSPACE	
<b>Serial Number:</b>	87301388	CAMPFIRE	

CH \$515.00 4870701

Property Type	Number	Word Mark
Serial Number:	87318116	META 2

**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:** 206-370-7809  
**Email:** setrademarks@klgates.com  
**Correspondent Name:** Gary Kocher  
**Address Line 1:** 925 4th Avenue, Suite 2900  
**Address Line 4:** Seattle, WASHINGTON 98104-1158

<b>NAME OF SUBMITTER:</b>	Gary Kocher
<b>SIGNATURE:</b>	/Gary Kocher/
<b>DATE SIGNED:</b>	10/17/2018

**Total Attachments: 15**

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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "**Agreement**") is made and entered into as of October 12, 2018, by and between Meta Company, a Delaware corporation ("**Debtor**"), having as its principal office in San Mateo, CA, in favor of K&L GATES LLP, its successors and assigns ("**Secured Party**").

### WITNESSETH

WHEREAS, Debtor is in the business of developing technology and products in the augmented reality industry (the "**Business**");

WHEREAS, Debtor is indebted to Secured Party for, among other things, legal services provided by Secured Party to Debtor on credit for the operation of Debtor's Business;

WHEREAS, Debtor has requested Secured Party to provide additional legal services to Debtor;

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the providing by Secured Party of such additional legal services; and

WHEREAS, Debtor desires to secure its obligations to Secured Party by granting Secured Party a security interest as in this Agreement provided.

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. Definitions. All terms defined in the Uniform Commercial Code ("**UCC**") of the State of California (the "**State**") and used in this Agreement shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

2. Grant of Security Interest. Debtor hereby grants to Secured Party, to secure the payment and performance in full of all of the Obligations (as defined hereinafter) when due, a security interest in the following properties, assets, and rights of Debtor, wherever located, whether now owned or hereafter acquired or arising, and whether governed by Article 9 of the UCC of the State or other law, and all proceeds and products thereof (collectively, the "**Collateral**"):

2.1 All of Debtor's inventory (as defined in Section 9-102(a)(48) of the UCC of the State), including all goods, merchandise or other personal property held by Debtor for sale or lease, and all right, title and interest of Debtor therein and thereto, all returned goods, all work-in-process and all raw materials, whether now owned or hereafter acquired by Debtor;

2.2 All accounts, accounts receivable, chattel paper, instruments (including promissory notes), contract rights, documents, chattel paper, and general intangibles (including payment intangibles) of Debtor, whether secured or unsecured, and all supporting obligations, whether now existing or hereafter created or arising, and whether or not specifically assigned to Secured Party;

2.3 All general intangibles and other intangible personal property, including rights under licensing and distribution agreements, interest in any joint ventures or partnerships, contract rights, noncompetition covenants, causes of action, licenses, permits, and government

authorizations, including the proceeds of any sale or other disposition thereof, in each case to the extent that a security interest therein is not prohibited by law, provided that to the extent that such security interest therein is now so prohibited and to the extent that such security interest at any time hereinafter shall no longer be so prohibited, then such security interest shall automatically and without further action attach and become fully effective at that time (give effect to any retroactive effect to any change in applicable law or regulation) general intangibles (including payment intangibles) of Debtor;

2.4 All intellectual and similar property of every kind and nature now owned or hereafter acquired by Debtor, including;

i. All copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications;

ii. All letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any other country or any political subdivision thereof, and all inventions and improvements described and claimed therein;

iii. All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing that arise under applicable law;

2.5 All agreements now or hereafter in existence granting to Debtor (except to the extent that the granting of a security interest therein would result in a breach of, or default under, such agreement) or pursuant to which Debtor has granted to any other person, any right to use any trademark; and

2.6 All uniform resource locations (URL's), domain names, websites, whether registered or unregistered, owned by or assigned to Debtor, and all associated goodwill, (ii) all registrations and applications for the foregoing (whether by statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to Debtor), (iii) all reissues, continuations, extensions and renewals thereof and amendments thereto, (iv) all goodwill related to or associated with the foregoing, and (v) all contracts, contract rights, and general intangibles relating to, arising from, or consisting of any of the foregoing.

2.7 All other personal and fixture property of every kind and nature, including without limitation all fixtures, including those located at Debtor's address set forth above, goods (including equipment and any accessions thereto), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, and insurance claims and proceeds;

2.8 All rights, remedies, security interests and liens under, guaranties or contracts of suretyship, security agreements, or deposits securing or acquired for the purpose of securing or relating to any of the foregoing; and

2.9 All books, records, electronic records, computer data, ledger cards and general intangibles of Debtor relating to any of the foregoing.

2.10 All accessions, proceeds and products of any of the foregoing and all personal property of any kind or type whatsoever now or hereafter owned by Debtor or as to which Debtor now or hereafter has the power to transfer an interest therein

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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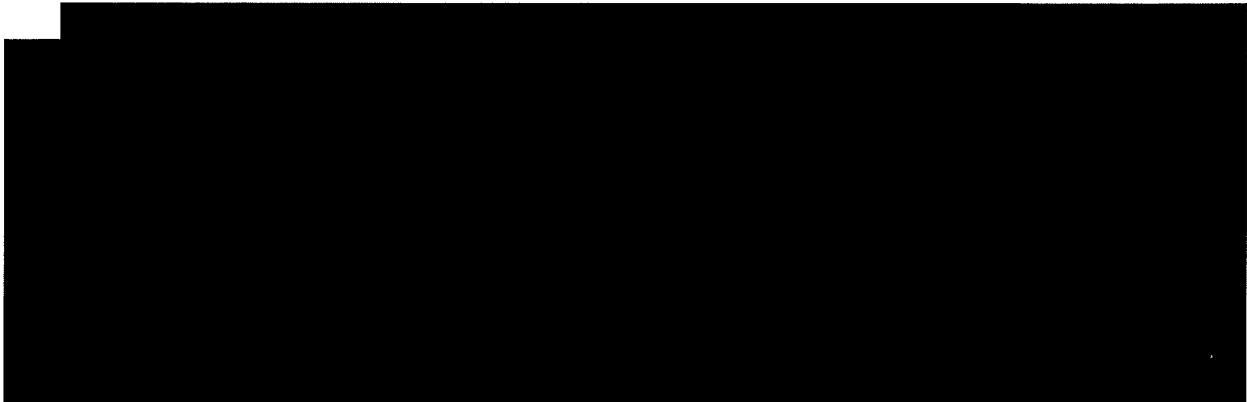
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25. Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by confirmed email, when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses set forth above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Debtor agrees to keep Secured Party informed at all times of Debtor's current address.

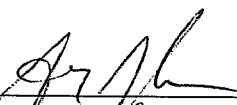
26. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included in this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, each party has caused this Agreement to be duly executed as of the date first above written.

META COMPANY

By:   
Meron Gribetz  
Chief Executive Officer

K&L GATES, LLP

By:   
Gary Kachler  
Partner

[Signature Page to Security Agreement]

TRADEMARK  
REEL: 006459 FRAME: 0363

## Schedule 2.10(a)

<b>Patents</b>		
<b>Description</b>	<b>Application No.</b>	<b>Application Date</b>
U.S. Provisional Application	61/916,773	12/16/13
U.S. Non-Provisional Application	14/147,199	01/03/14
PCT Application	PCT/IB2014/058042	01/03/14
U.S. Provisional Application	62/081,561	11/18/14
U.S. Provisional Application	62/096,521	12/23/14
Canadian Patent Application	2896985	07/02/15
Australian Patent Application	2014204252	07/16/15
EPO Patent Application	14735321.3	07/23/15
Japanese Patent Application	2015-551242	07/01/15
Indian Patent Application	2458/KOLNP/2015	07/28/15
South Korean Patent Application	I 0-2015-7021052	08/03/15
Chinese Patent Application	2014-800122952	09/06/15
U.S. Provisional Application	62/243,641	10/19/15
U.S. Provisional Application	62/245,906	10/23/15
U.S. Non-Provisional Application	14/945,372	11/18/15
PCT Application	PCT/US15/61437	11/18/15
U.S. Design Application	29/546,094	11/18/15
U.S. Non-Provisional Application	14/757,464	12/23/15
PCT Application	PCT/US15/00277	12/23/15
U.S. Provisional Application	62/387,217	12/24/15
U.S. Provisional Application	62/274,769	01/04/16
U.S. Provisional Application	62/275,776	01/06/16
U.S. Design Application	29/554,762	02/15/16
U.S. Design Application	29/554,765	02/15/16
U.S. Provisional Application	62/295,433	02/15/16
U.S. Provisional Application	62/295,471	02/15/16
U.S. Provisional Application	62/295,489	02/15/16
U.S. Provisional Application	62/296,480	02/17/16
U.S. Provisional Application	62/265,570	02/17/16
U.S. Provisional Application	62/302,627	03/02/16
U.S. Provisional Application	62/302,794	03/02/16
U.S. Provisional Application	62/302,798	03/02/16
U.S. Provisional Application	62/302,800	03/02/16
U.S. Provisional Application	62/302,802	03/02/16
U.S. Provisional Application	62/302,805	03/02/16
U.S. Non-Provisional Application	15/154,910	05/13/16
U.S. Non-Provisional Application	15/154,913	05/13/16
U.S. Non-Provisional Application	151158550	05/18/16
U.S. Non-Provisional Application	151158555	05/18/16
U.S. Non-Provisional Application	15/158,557	05/18/16
Chinese Design Application	2016301876022	05/19/16
U.S. Non-Provisional Application	15/197,721	06/29/16
U.S. Non-Provisional Application	15/197,732	06/29/16

<b>Patents</b>		
<b>Description</b>	<b>Application No.</b>	<b>Application Date</b>
U.S. Provisional Application	62/356,493	06/29/16
U.S. Provisional Application	62/373,299	08/10/16
U.S. Design Continuation Application	29/574,353	08/15/16
U.S. Non-Provisional Application	15/263,313	09/12/16
U.S. Non-Provisional Application	15/263,318	09/12/16
Chinese Design Patent	CN 303862848 S	09/21/16
U.S. Provisional Application	62/400,577	09/27/16
U.S. Provisional Application	62/409,505	10/18/16
U.S. Non-Provisional Application	15/298,181	10/19/16
U.S. Non-Provisional Application	15/332,951	10/24/16
U.S. Non-Provisional Application	15/390,422	12/23/16
PCT Application	PCT/US2016/068595	12/23/16
U.S. Non-Provisional Application	15/392,683	12/28/16
U.S. Non-Provisional Application	15/398,697	01/04/17
PCT Application	PCT/US17/12231	01/04/17
U.S. Non-Provisional Application	15/400,956	01/06/17
PCT Application	PCT/US2017/0 12643	01/06/17
U.S. Design Patent	US D776,110 S	01/10/17
U.S. Design Patent	US D776,111 S	01/10/17
U.S. Non-Provisional Application	15/403,126	01/10/17
U.S. Continuation Application	15/418,438	01/27/17
U.S. Non-Provisional Application	15/434/039	02/15/17
PCT Application	PCT/US2017/018014	02/15/17
U.S. Non-Provisional Application	15/432,651	02/15/17
U.S. Non-Provisional Application	15/434,053	02/15/17
U.S. Non-Provisional Application	15/436,476	02/17/17
U.S. Non-Provisional Application	15/436,754	02/17/17
PCT Application	PCT/US2017/018531	02/17/17
U.S. Non-Provisional Application	15/448/572	3/2/17
U.S. Non-Provisional Application	15/448,563	3/2/17
U.S. Non-Provisional Application	15/432,846	3/2/17
U.S. Non-Provisional Application	15/459,852	3/15/17
U.S. Non-Provisional Application	15/478,105	4/3/17
U.S. Provisional Application	62/486,910	4/18/17
U.S. Non-Provisional Application	15/582,419	4/28/17
U.S. Non-Provisional Application	15/587,864	5/5/17
U.S. Non-Provisional Application	15/607033	5/26/17
U.S. Provisional Application	62/511,954	5/26/17
U.S. Non-Provisional Application	15/610,168	5/31/17
Chinese Patent Application	2015800651166	05/31/2017
South Korean Patent Application	10-2017-7017265	06/23/2017
U.S. Non-Provisional Application	15/638095	06/29/2017
EPO Patent Application	No. 15 873 799.9	07/18/2017

<b>Patents</b>		
<b>Description</b>	<b>Application No.</b>	<b>Application Date</b>
U.S. Continuation Application	15/653,719	07/19/2017
U.S. Non-Provisional Application	15/674314	8/10/2017
U.S. Non-Provisional Application	15/684,877	8/23/17
U.S. Non-Provisional Application	15/684,879	8/23/17
U.S. Continuation Application	15/711,724	9/21/2017
U.S. Non-Provisional Application	15/782,613	10/12/2017
U.S. Non-Provisional Application	15/787,564	10/18/2017
U.S. Non-Provisional Application	15/789,882	10/20/2017
U.S. Non-Provisional Application	15/791,229	10/23/2017
U.S. Non-Provisional Application	15/791,163	10/23/2017
U.S. Non-Provisional Application	15/809,894	11/10/2017
U.S. Non-Provisional Application	15/816,842	11/17/2017
U.S. Divisional Design Application	29/627,983	11/30/2017
U.S. Divisional Design Application	29/627,989	11/30/2017
U.S. Continuation Design Application	29/631,066	12/27/2017
U.S. Design Patent	D807,882	01/16/2018

<b>Copyrights</b>		
<b>Description</b>	<b>Registration No.</b>	<b>Registration Date</b>
Meta 2 SDK (through v. 2.4.1)	N/A	N/A
Meta 1 SDK (through v. 1.3.4)	N/A	N/A

<b>Trademarks</b>			
<b>Description</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Status</b>
Meta	us 86626967	05/12/15	Reg. No. 4870701
	WIPO 1281398	11/11/15	Reg. No. 1281398
	Australia 1281398	11/11/15	Reg. No. 1744109
	China 1281398	11/11/15	Pending
	EUTM 1281398	11/11/15	Pending
	Israel 1281398	11/11/15	Pending
	Japan 1281398	11/11/15	Reg. No. 1281398
	ROK 1281398	11/11/15	Pending
Meta 1	us 86626971	05/12/15	Reg. No. 4870702
Meta Preview	us 86627527	05/12/15	Reg. No. 5261590
Meta Viewer	us 86626961	05/12/15	Pending
M (Stylized)	us 86631454	05/15/15	Reg. No. 4870766
Meta Loader	us 86665665	06/17/15	Pending
Meta (Stylized)	us 86907005	02/12/16	Pending
	UK00003180093	08/12/16	Reg. No. 3180093
	WIPO 1323792	08/12/16	Reg. No. 1323792
	Australia 1323792	08/11/16	Reg. No. 1323792
	China 1323792	08/11/16	Pending
	EUTM 1323792	08/11/16	Reg. No. 1323792
	Israel 1323792	08/11/16	Pending
	Japan 1323792	08/11/16	Reg. No. 1323792
	ROK 1323792	08/11/16	Pending
M (Stylized)	us 86907029	02/12/16	Reg. No. 5201104
	UK 0000318101	08/12/16	Reg. No. 3180101
	WIPO 1324396	08/11/16	Reg. No. 1324396
	Australia 1324396	08/11/16	Pending
	China 1324396	08/11/16	Pending
	EUTM 1324396	08/11/16	Pending
	Israel 1324396	08/11/16	Pending
	Japan 1324396	08/11/16	Reg. No. 1324396
	ROK 1324396	08/11/16	Pending
M and Circle Design	us 86907020	02/12/16	Reg. No. 5201103
Neural Path of Least Resistance	us 86906725	02/12/16	Pending
Hands Physics	us 86906761	02/12/16	Pending
Meta 2	us 86906559	02/12/16	Reg. No. 5219422
Natural Machine	us 86907995	02/15/16	Reg. No. 5355701
A. Metaverse	us 86921441	02/26/16	Pending
Metaverse OS	us 86921472	02/26/16	Pending
Meta Neuro Interface Design	us 87259526	12/06/16	Pending
Space	us 87268325	12/14/16	Pending
Meta Workspace	us 87268222	12/14/16	Pending
Campfire	us 87301388	01/13/17	Pending



<b>Trademarks</b>			
<b>Description</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Status</b>
Meta 2 (stylized)	us 87318116	01/30/17	Reg. No. 5261193