

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZSCAPE, INC.		05/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BSPACE INVESTMENTS LIMITED		
Street Address:	c/o Gulf Islamic Investments LLC		
Internal Address:	PO Box 215931, Boulevard Plaza II, 5Th Floor, Downtown		
City:	Dubai		
State/Country:	UNITED ARAB EMIRATES		
Entity Type:	Corporation: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4038815	ZSPACE	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9498527792		
Email:	IPPROSECUTION@ORRICK.COM		
Correspondent Name:	ORRICK HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	IRVINE, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	44578/2		
NAME OF SUBMITTER:	Victor Santos		
SIGNATURE:	/Victor Santos/		
DATE SIGNED:	05/22/2019		
Total Attachments: 10			
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**CONFIRMATORY GRANT OF SECURITY AGREEMENT
IN UNITED STATES PATENTS AND TRADEMARKS**

This **CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS**, dated as of May 6, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entity identified as grantor on the signature page hereto (the "Grantor") in favor of BSPACE INVESTMENTS LIMITED (together with its successors and assigns, the "Secured Party").

WHEREAS, the Grantor is party to a Loan and Security Agreement dated as of the date hereof (the "Loan and Security Agreement") between the Grantor and the Secured Party; and

WHEREAS, the Grantor owns the patents listed on Schedule A attached hereto (the "Patents") and the trademarks listed on Schedule B attached hereto (the "Trademarks") and, which Patents and Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan and Security Agreement and used herein have the meaning given to them in the Loan and Security Agreement.

SECTION 2.1 The Security Interest

- (a) This Agreement is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Grantor under the Loan and Security Agreement. Upon payment in full of all Obligations, the Secured Party shall promptly, upon such satisfaction, execute, acknowledge and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the trademarks and patents acquired under the Loan and Security Agreement and this Agreement.
- (b) The Grantor hereby grants to the Secured Party a security interest in and continuing lien on the Patents and all of the Grantor's right, title and interest in, to and under all other United States and foreign patents and certificates of invention, or similar industrial property rights, in each case whether now owned or from time to time after the date hereof acquired, developed or created by the Grantor, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application listed or required to be listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "Patent Collateral").
- (c) The Grantor hereby grants to the Secured Party a security interest in and continuing lien on the Trademarks and all of the Grantor's right, title and interest in, to and under all other United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service

marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and in each case whether or not registered and whether now owned or from time to time after the date hereof acquired, developed or created by the Grantor, and with respect to any and all of the foregoing: (i) all common-law rights related thereto; (ii) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (iii) all extensions or renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (v) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (vi) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral and the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

SECTION 4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).


SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

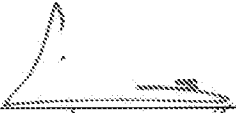
ZSPACE, INC.

By:  _____
Name: Joseph B. Powers
Title: Chief Financial Officer

Accepted and Agreed:

BSPACE INVESTMENTS LIMITED,
as Lender

By: 
Name: _____
Title: Pankaj Gupta
Director

By: 
Name: _____
Title: Pankaj Gupta
Director

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006659 FRAME: 0415

SCHEDULE A
to
CONFIRMATORY GRANT OF SECURITY AGREEMENT
IN UNITED STATES PATENTS

PATENTS AND PATENT APPLICATIONS

See attached.

TITLE	APPLICATION NUMBER	PATENT NUMBER	COUNTRY
Three Dimensional Horizontal Perspective Work Station	11/429,829	7907167	USA
Modifying Perspective of Stereoscopic Images Based on Changes in Viewpoint	13/019,384	8717423	USA
Modifying Perspectives of a 3D Scene Based on Changes in User to Display	14/268,386	9292962	USA
	15/074,233	9684994	USA
Presenting a View Within a Three Dimensional Scene	12/797,958	8717360	USA
Capturing Views within a Three Dimensional Scene	14/268,613	9202306	USA
Presenting a View Within a Three Dimensional Scene	14/952,397	9824485	USA
Detection of Partially Obscured Objects in Three Dimensional Stereoscopic Scenes	14/198,252	9299183	USA
	15/078,326	9704285	USA
Tools for use within a Three Dimensional Scene	13/182,305	8643569	USA
Three-Dimensional Tracking of a User Control Device in a Volume	13/333,299		USA
	201180067594.2	201180067594.2	China
	201611142538.1	201611142538.1	China
	11850825.8		EPO
	14/635,654	9201568	USA
Three Dimensional Collaboration	13/867,245	9595127	USA
Liquid Crystal Variable Drive Voltage	13/110,563	8786529	USA
	14/335,708	9134556	USA
	14/838,248	9958712	USA
Optimizing Stereo Video Display	13/481,243	9736466	USA
Extended Overdrive Tables and Use	13/597,499	9161025	USA
Tightly Coupled Interactive Stereo Display	13/300,424	9354718	USA
Stylus with Three Distinct Button Configurations	29/437,600	D719162	USA

TITLE	APPLICATION NUMBER	PATENT NUMBER	COUNTRY
Head Tracking Eyewear System	13/679,630	9106903	USA
	14/822,384	9473763	USA
	15/187,164	9706191	USA
Indirect 3D Scene Positioning Control	14/358,762	9292184	USA
	15/075,725	9864495	USA
Operations in Three Dimensional Display System	13/926,200	9829996	USA
Three Dimensional Display System and Use	14/854,458	9886102	USA
Multi-Plane Horizontal Perspective Display	11/141,649	7796134	USA
Brain Balancing by Binural Beat	11/292,376	7769439	USA
Methods for Automatically Assessing User Handedness in Computer Systems and the Utilization of Such Information	14/072,933	9841821	USA
The Use of Modified Driving Waveform to Eliminate the Acoustic Noise During Driving of a Liquid Crystal Polarization Rotator	14/103,002	9958695	USA
The Use of the Cloud in 3D-Based Design and Collaboration	14/085,272	890395	USA
Systems and Methods for Cloud Based 3D Design and Collaboration	14/538,300	9153069	USA
	14/837,477	9342917	USA
	14/837,669	9286713	USA
Zero Parallax Drawing within a Three Dimensional Display	14/257,623	10019130	USA
	16/003,165		USA
Non-Linear Navigation of a Three Dimensional Stereoscopic Display	14/257,854	9380295	USA
	15/172,732	9554126	USA
Enhancing the Coupled Zone of a Stereoscopic Display	14/257,105	9681122	USA
Enhancing the Coupled Zone of a Stereoscopic Display	14/335,455	9123171	USA
	14/838,189	9467685	USA

TITLE	APPLICATION NUMBER	PATENT NUMBER	COUNTRY
User Input Device Camera	14/792,844		USA
Continuation.	16/394,406		USA
A Head Tracked Stereoscopic Display System that Utilizes Light Field Type Data	14/882,989	9549174	USA
Continuation. Stereoscopic Display System that Utilizes Light Field Type Data	15/407,028	9848184	USA
The Configurations and Applications of a Virtual Interrogation Plane Graphical Surface when used in Association with a Stylus-based Stereoscopic Display System	14/880,007	9703400	USA
3D User Interface	15/355,240		USA
3D User Interface - 360-degree Visualization of 2D Webpage Content	15/355,298	10271043	USA
	16/374,100		USA
3D User Interface - Non-native Stereoscopic Image Conversion	15/355,333	10127715	USA
	16/157,305		USA
Personal Electronic Device with a Display System	15/223,952	10019849	USA
Integration of Selected Real World Conditions into the Imagery Presented by a 3D Display System	15/298,956	10019831	USA
Pi-cell Polarization Switch for a Three Dimensional Display System	15/650,117	10180614	USA
	16/203,048		USA
Stereoscopic 3D Webpage Overlay	15/406,390	10257500	USA
Transitioning Between 2D and Stereoscopic 3D Webpage Presentation	15/406,440		USA
	16/393,450		USA
Segmented Backlight for Dynamic Contrast	15/872,188	10146004	USA
	16/159,853		USA

TITLE	APPLICATION NUMBER	PATENT NUMBER	COUNTRY
Replacing 2D Images with 3D Images	15/947,140		USA
Replacing 2D Images with 3D Images	PCT/US19/25937		China
Identifying Replacement 3D Images for 2D images via Ranking Criteria	15/947,180		USA
Identifying Replacement 3D Images for 2D images via Ranking Criteria	PCT/US19/25939		China

SCHEDULE B
to
CONFIRMATORY GRANT OF SECURITY AGREEMENT
IN UNITED STATES TRADEMARKS

Trademark	Application or Registration Number	Application or Registration Date	Owner
ZSPACE	4038815	October 11, 2011	zSpace, Inc.