

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726294

| | | | |
|-----------------------------------|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Magic Leap, Inc. | | 05/04/2022 | Corporation: DELAWARE |
| Molecular Imprints, Inc. | | 05/04/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CITIBANK, N.A., as Collateral Agent | | |
| Street Address: | 388 GREENWICH STREET | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10013 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6142447 | CREATE | |
| Registration Number: | 2971648 | IMPRIO | |
| Registration Number: | 4210332 | J-FIL | |
| Serial Number: | 90611838 | JUMP | |
| Registration Number: | 5875030 | L.E.A.P. CONFERENCE | |
| Registration Number: | 6031746 | LUMIN SDK | |
| Registration Number: | 6108435 | MAGIC LEAP | |
| Serial Number: | 97274190 | MAGIC LEAP | |
| Serial Number: | 90889489 | MAGIC LEAP | |
| Registration Number: | 6145872 | MAGIC LEAP 1 | |
| Registration Number: | 5730041 | | |
| Registration Number: | 6262331 | | |
| Registration Number: | 6092096 | | |
| Serial Number: | 88040764 | MAGICVERSE | |
| Serial Number: | 97259876 | MAGICVERSE | |
| Registration Number: | 5812693 | MAGICVERSE | |
| Serial Number: | 90889485 | | |
| Registration Number: | 6091942 | | |

OP \$465.00 6142447

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 2024547625**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Julia Birgen**Address Line 1:** 1025 Connecticut Ave NW, Suite 712**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20036**ATTORNEY DOCKET NUMBER:** 1681081 TM**NAME OF SUBMITTER:** Chris Rhem**SIGNATURE:** /CR/**DATE SIGNED:** 05/06/2022**Total Attachments: 6**

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SUPPLEMENT NO. 2 TO THE TRADEMARK SECURITY AGREEMENT, dated as of May 4, 2022 (this “Supplement No. 2 to the Trademark Security Agreement” or this “Agreement”), among Magic Leap, Inc. (the “Grantor”) and CITIBANK, N.A. (as successor-in-interest to JPMorgan Chase Bank N.A.), as Collateral Agent (in such capacity, together with its successors and assigns, the “Collateral Agent”).

WHEREAS, the Grantor has acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement;

WHEREAS, Schedule 1 to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Grantor since the date of execution of the Trademark Security Agreement; and

WHEREAS, reference is made to (i) the Second Amended and Restated Collateral Agreement dated as of January 26, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Company, the other grantors from time to time party thereto and the Collateral Agent and (ii) that certain Trademark Security Agreement, dated as of August 20, 2019, among Grantor, Molecular Imprints, Inc., and JPMorgan Chase Bank N.A., as collateral agent (as supplemented by that certain Supplement No. 1 to the Trademark Security Agreement, dated as of May 21, 2020, the “Trademark Security Agreement”).

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Supplement No. 2 to the Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in the Collateral Agreement also apply to this Supplement No. 2 to the Trademark Security Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of all Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the registrations and applications thereof listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement and the Trademark Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement No. 2 to the Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Supplement No. 2 to the Trademark Security Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Supplement No. 2 to the Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement No. 2 to the Trademark Security Agreement.

SECTION 5. GOVERNING LAW. THIS SUPPLEMENT NO. 2 TO THE TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

MAGIC LEAP, INC.


By: Margaret Johnson
Name: Margaret Johnson
Title: Chief Executive Officer

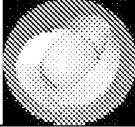

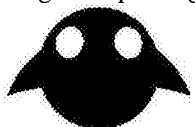
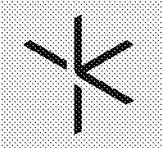

MOLECULAR IMPRINTS, INC.

By: Margaret Johnson
Name: Margaret Johnson
Title: Chief Executive Officer

Schedule I

US Trademark Registrations and Published Trademark Applications

| Trademark | Application No. | Registration No. | Jurisdiction | Owner/Assignee Name |
|--|-----------------|------------------|--------------------------|--------------------------|
| CREATE | 88048752 | 6142447 | United States of America | Magic Leap, Inc. |
| IMPRIO | 76470855 | 2971648 | United States of America | Molecular Imprints, Inc. |
| J-FIL | 77641604 | 4210332 | United States of America | Molecular Imprints, Inc. |
| JUMP | 90611838 | | United States of America | Magic Leap, Inc. |
| L.E.A.P. CONFERENCE | 87798844 | 5875030 | United States of America | Magic Leap, Inc. |
| LUMIN SDK | 87822294 | 6031746 | United States of America | Magic Leap, Inc. |
| MAGIC LEAP | 87983117 | 6108435 | United States of America | Magic Leap, Inc. |
| MAGIC LEAP | 97274190 | | United States of America | Magic Leap, Inc. |
| Magic Leap & Design  | 90889489 | | United States of America | Magic Leap, Inc. |

| | | | | |
|--|----------|---------|--------------------------|------------------|
| MAGIC LEAP 1 | 88725374 | 6145872 | United States of America | Magic Leap, Inc. |
| Magic Leap Helio  | 88050495 | 5730041 | United States of America | Magic Leap, Inc. |
| Magic Leap World Design  | 88100634 | 6262331 | United States of America | Magic Leap, Inc. |
| Magic Leaper Logo  | 88402485 | 6092096 | United States of America | Magic Leap, Inc. |
| MAGICVERSE | 88040764 | | United States of America | Magic Leap, Inc. |
| MAGICVERSE | 97259876 | | United States of America | Magic Leap, Inc. |
| MAGICVERSE | 88251609 | 5812693 | United States of America | Magic Leap, Inc. |
| ML2 Logo  | 90889485 | | United States of America | Magic Leap, Inc. |
| Tonandi Icon  | 88301057 | 6091942 | United States of America | Magic Leap, Inc. |