

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5364576

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BRILLIO, LLC	02/06/2019
RECEIVING PARTY DATA	
Name:	CITIZENS BANK, N.A., AS COLLATERAL AGENT
Street Address:	28 STATE STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02109
PROPERTY NUMBERS Total: 15	
Property Type	Number
Application Number:	14836321
Application Number:	29525634
Application Number:	29529654
Application Number:	29587629
Application Number:	14836441
Application Number:	14933972
Application Number:	15130293
Application Number:	15143258
Application Number:	15195848
Application Number:	15342666
Application Number:	15351238
Application Number:	15612732
Application Number:	15494420
Application Number:	13310797
Application Number:	15816970
CORRESPONDENCE DATA	
Fax Number:	(704)503-2622
<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:	7045032600

Email: msheehan@kslaw.com
Correspondent Name: KING & SPALDING LLP
Address Line 1: 300 S. TRYON ST., STE 1700
Address Line 2: ATTN: MOIRA SHEEHAN
Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18588.515029
NAME OF SUBMITTER:	MOIRA SHEEHAN
SIGNATURE:	/Moir Sheehan/
DATE SIGNED:	02/07/2019

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN PATENT

This GRANT OF SECURITY INTEREST IN PATENT, dated as of February 6, 2019 (this "Agreement"), is made by BRILLIO, LLC, a New Jersey limited liability company (the "Grantor"), in favor of Citizens Bank, N.A., as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of February 6, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), the Grantor, as the Borrower, Brillio Holdings, Inc., a Delaware corporation, the Lenders from time to time party thereto, Citizens Bank, N.A., as the Administrative Agent, the Collateral Agent, the Swingline Lender and a Lender, and the other parties from time to time party thereto, the Lenders and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to Holdings, the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the Security Agreement, dated as of February 6, 2019 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Patents, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under the following now owned or at any time hereafter acquired by the Grantor, or in which the Grantor now has or at any time in the future may acquire any right, title or interest, in each case, that are not Excluded Property (collectively, the "Patent Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(i) all patents, all registrations and recordings thereof, and all applications for patents, including issuances, recordings and pending applications in the United States Patent and Trademark Office, including those U.S. patents and applications owned by the Grantor and listed on Schedule A hereto, (ii) all reissues, reexaminations, continuations, divisions, continuations-in-part, or extensions thereof, and the inventions, discoveries or designs disclosed or claimed therein, (iii) all rights to sue at law or in equity for any past, present, and future infringement or other impairment or violation thereof, including the

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right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges related thereto.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Patents of such Grantor under this Agreement.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

BRILLIO, LLC,
as a Grantor

By: 


Name: Maneesh Agarwal

Title: Global Head of Finance and Legal

[Grant of Security Interest in Patents]

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CITIZENS BANK, N.A.,
as the Collateral Agent

By: 
Name: Michael J. McWalters
Title: Vice President

[Grant of Security Interest in Patents]

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SCHEDULE A**U.S. Patent Registrations and Applications**

Patent Title	Jurisdiction	Status	Patent Application filing Date	Patent Application Number	Patent Number	Owner of Record
Method and system for template based content projection	US	Pending	26-Aug-15	14/836,321	NA	Brillio, LLC
Display Screen with animated Graphical User Interface	US	Granted	30-Apr-15	29/525,634	D775657	Brillio, LLC
Display of wearable device with graphical user interface	US	Granted	9-Jun-15	29/529,654	D781913	Brillio, LLC
Display of wearable device with graphical user interface	US	Pending	14-Dec-16	29/587,629	NA	Brillio, LLC
Method and system for managing incoming notifications	US	Granted	26-Aug-15	14/836,441	US9584648	Brillio, LLC
Method and system for converting data in an electronic device	US	Granted	5-Nov-15	14/933,972	US9967097	Brillio, LLC
Method for Providing Recommendations for data item by Collaborative video server	US	Pending	15-Apr-16	15/130,293	NA	Brillio, LLC
Method for providing notification in Virtual Reality Device	US	Granted	29-Apr-16	15/143,258	US9939635	Brillio, LLC
INFORMATION APPARATUS AND METHOD FOR AUTHORIZING USER OF AUGMENT REALITY APPARATUS	US	Pending	28-Jun-16	15/195,848	NA	Brillio, LLC
Method and system for adapting content on HMD based on behavioral parameters of user	US	Pending	3-Nov-16	15/342,666	NA	Brillio, LLC
Method and system for automatically calibrating HMD device	US	Pending	14-Nov-16	15/351,238	NA	Brillio, LLC

Patent Title	Jurisdiction	Status	Patent Application filing Date	Patent Application Number	Patent Number	Owner of Record
METHOD AND ELECTRONIC DEVICE FOR MANAGING DISPLAY INFORMATION IN FIRST IMMERSIVE MODE AND SECOND IMMERSIVE MODE	US	Pending	2-Jun-17	15/612,732	NA	Brillio, LLC
METHOD AND ELECTRONIC DEVICE FOR MANAGING MOOD SIGNATURE OF A USER	US	Pending	21-Apr-17	15/494,420	NA	Brillio, LLC
Frame acknowledgment in a communication network	US	Granted	5-Dec-11	13/310797	US8761089	Brillio, LLC
METHOD AND SYSTEM FOR MANAGING VIRTUAL ASSISTANTS	US	Pending	17-Nov-17	15/816,970	NA	Brillio, LLC