

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6006796

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	WONDER WORKSHOP, INC.	11/05/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	VIKAS GUPTA AND POOJA MITTAL TRUST	
<b>Street Address:</b>	123 ISLAND DRIVE	
<b>City:</b>	PALO ALTO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94301	
<b>PROPERTY NUMBERS Total: 22</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	D734821	
Patent Number:	D777846	
Patent Number:	D807441	
Patent Number:	D819144	
Patent Number:	D846039	
Application Number:	29645194	
Application Number:	29617738	
Application Number:	29634696	
Application Number:	29676116	
Patent Number:	9370862	
Patent Number:	9498882	
Patent Number:	9672756	
Patent Number:	9718185	
Patent Number:	10181268	
Patent Number:	10239202	
Patent Number:	10279470	
Patent Number:	10427295	
Application Number:	16212403	
Application Number:	16356983	
Application Number:	16271524	

PATENT

Property Type	Number
PCT Number:	WO2015191910
PCT Number:	WO2019055868

**CORRESPONDENCE DATA**

**Fax Number:** (650)813-9777

*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:** 6505215724

**Email:** rlpatentdoc@rroyselaw.com

**Correspondent Name:** MARVIN A GLAZER

**Address Line 1:** 149 COMMONWEALTH DR., SUITE 1001

**Address Line 2:** ROYSE LAW FIRM, PC

**Address Line 4:** MENLO PARK, CALIFORNIA 94025

**NAME OF SUBMITTER:** MARVIN A. GLAZER

**SIGNATURE:** /Marvin A. Glazer/

**DATE SIGNED:** 03/10/2020

**Total Attachments: 14**

source=Signed IP Security Agreement for recording-with schedules#page1.tif  
source=Signed IP Security Agreement for recording-with schedules#page2.tif  
source=Signed IP Security Agreement for recording-with schedules#page3.tif  
source=Signed IP Security Agreement for recording-with schedules#page4.tif  
source=Signed IP Security Agreement for recording-with schedules#page5.tif  
source=Signed IP Security Agreement for recording-with schedules#page6.tif  
source=Signed IP Security Agreement for recording-with schedules#page7.tif  
source=Signed IP Security Agreement for recording-with schedules#page8.tif  
source=Signed IP Security Agreement for recording-with schedules#page9.tif  
source=Signed IP Security Agreement for recording-with schedules#page10.tif  
source=Signed IP Security Agreement for recording-with schedules#page11.tif  
source=Signed IP Security Agreement for recording-with schedules#page12.tif  
source=Signed IP Security Agreement for recording-with schedules#page13.tif  
source=Signed IP Security Agreement for recording-with schedules#page14.tif

Intellectual Property Security Agreement

November 5, 2019 (the Effective Date)

**PARTIES**

**Debtor:** WONDER WORKSHOP, INC., a Delaware corporation formerly known as "PLAY-I, INC.", and having an address of 1500 Fashion Island Blvd, #200, San Mateo, CA 94404.

**Secured Party:** VIKAS GUPTA AND POOJA AS TRUSTEES OF THE VIKAS GUPTA AND POOJA MITTAL TRUST, a trust formed in the State of California, and having an address of 123 Island Drive, Palo Alto, CA 94301.

**BACKGROUND**

Secured Party has advanced funds to Debtor under a [Note] dated the Effective Date between Debtor and Secured Party (hereinafter, "the Loan Agreement"). A condition to Secured Party's obligation to make the Loans is Debtor's execution and delivery of this Intellectual Property Security Agreement (hereinafter, "this Agreement").

**AGREEMENT**

The parties agree as follows:

**1. SECURITY INTEREST**

1.1 To secure Debtor's performance of its present and future obligations under the Loan Agreement, Debtor grants Secured Party a security interest ("the Security Interest") in all Debtor's present and future rights and interest in any Copyrights, Patents, Trademarks, Domain Names, and all Other Intellectual Property Rights in which Debtor holds an interest.

1.2 As used herein, "Copyrights" means any United States and/or foreign (a) copyrights, whether registered or unregistered, whether in published or unpublished works of authorship, (b) copyright registrations or applications in any IP Filing Office, © mask works (meaning a layered blueprint of the circuitry in a computer chip as protected under Chapter 9 of Title 17 of the United States Code), and (d) copyright renewals or extensions.

1.3 As used herein, "Patents" means any United States and/or foreign (a) issued patents (whether utility or design), patent applications, or certificates of invention in any IP Filing Office, (b) continuations, continuations-in-part, divisions, extensions, reissuances, or reexaminations of a patent or patent application in any IP Filing Office, and © inventions described and claimed in any patent or patent application. Patents shall include, without limitation, the US patent rights identified in attached Schedule A, and the foreign patent rights identified in attached Schedule B.

1.4 As used herein, "trademarks" means any United States and/or foreign (a) trademarks, service marks, certification marks, trade names, or other types of source identifier, whether statutory or common law, and whether registered or unregistered, (b) corporate and company names,

business names, trade styles, designs, logos, or trade dress, © the goodwill of the business connected with the use of or symbolized by the trademark or service mark, and (d) any registrations, renewals, applications and other filings for any trademarks in any IP Filing Office. Trademarks shall include, without limitation, the US trademark rights identified in attached Schedule C.

1.5 As used herein, "Domain Names" means any Internet domain names. Domain Names shall include, without limitation, the Internet domain name "https://www.makewonder.com/".

1.6 As used herein, "Other Intellectual Property Rights" means any intellectual property recognized by the laws of the United States, any of its states, and/or any foreign country, other than a Copyright, Patent, Trademark, or Domain Name, whether statutory or common law, registered or unregistered, published or unpublished. Without limitation, Other Intellectual Property Rights shall include:

- a) trade secrets or other proprietary or confidential information or data;
- b) rights with respect to software, databases and/or programming codes;
- c) inventions;
- d) technical information, procedures, designs, know-how, data, processes, models, drawings, plans, specifications, and records;
- e) rights of publicity and privacy with respect to natural persons;
- f) intellectual property license agreements, whether or not styled as a "license", that grant an exclusive or non-exclusive license or other right to use or exercise rights in Intellectual Property, other than a software license to the extent the software constitutes "goods" under section 9-102(a) of the UCC;
- g) agreements that forbid the use and/or enforcement of any intellectual property, including settlements, consents-to-use, non-assertion agreements, or covenants-not-to-sue;
- h) any rights to royalties, revenues, income, or other payments arising from an Intellectual Property license agreement;
- i) all causes of action or rights to claim, sue or collect damages for, or enjoin or obtain other legal or equitable relief for, an infringement, misuse, misappropriation, dilution, violation, unfair competition, or other impairment (whether past, present, or future, and including expired items) of any intellectual property;
- j) books, records, information, and data with respect to intellectual property rights and/or intellectual property rights licenses; k) proceeds of any of the foregoing as defined in Article 9 of the UCC, and
- l) additional or replacement collateral provided during, or payment or property received in, an insolvency proceeding on account of any "secured claim" (within the meaning of section 506(b) of the Bankruptcy Code or similar Bankruptcy Law).

1.7 As used herein, "Intellectual Property" means Copyrights, Patents, Trademarks, Domain Names, and Other Intellectual Property Rights.

1.8 As used herein, "Collateral" means collectively the Intellectual Property, including the properties listed in attached Schedules A, B and C.

## 2. REPRESENTATIONS AND WARRANTIES

2.1 Debtor is the sole legal and equitable owner of, and has good title to, the Collateral, free and clear of any liens.

2.2 Debtor has not transferred, nor agreed to transfer, any of the Collateral.

2.3 Each of Debtor's current and former employees, officers, contractors, and consultants who has developed, contributed to, modified, or improved Debtor's proprietary software programs either performed such work as a "work for hire" or has assigned to Debtor all of such person's interest in such programs.

2.4 There is no effective financing statement or other lien or transfer instrument covering any of the Collateral that is recorded or filed in any UCC filing office or any IP Filing Office, except those that transfer ownership of such properties to Debtor.

2.5 This Agreement creates a valid security interest in all of the Collateral in which Debtor now has a right or interest, and will create a valid security interest in each other item of Collateral when Debtor acquires a right or interest in it. The Security Interest will be a perfected and first priority security interest in the Collateral upon (i) the filing of UCC financing statements in the applicable UCC filing offices, and (ii) the completion of the following actions, as applicable:

a) for each Patent issued by or pending in the USPTO, recording a copy of this Agreement with the USPTO within three months of the Effective Date; and

b) for each Trademark that is registered or pending in the USPTO, recording a copy of this Agreement with the USPTO within three months of the Effective Date.

2.6 Debtor is validly existing and has the corporate (or other organizational) power and capacity to enter into, and perform all of its obligations under, this Agreement. Debtor's execution and delivery of, and performance of its obligations under, this Agreement has been duly authorized by all necessary action by or on behalf of Debtor.

## 3. COVENANTS

3.1 Debtor will not Transfer any Collateral without the prior written consent of Secured Party.

3.2 Debtor will not create, and will take any action necessary to remove, any lien on the Collateral without the prior written consent of Secured Party.

3.3 Debtor will not enter into any Intellectual Property license agreements after the Effective Date without the prior written consent of Secured Party.

3.4 Debtor will promptly pursue Patents on all material patentable inventions, in each case except to the extent that Debtor determines in its reasonable business judgment that the costs or risks of such action would materially outweigh the probable benefits.

3.5 Within 30 days after obtaining a written assignment of an applied-for Patent, Debtor will record the assignment in the applicable IP Filing Office.

3.6 Debtor will comply in all material respects with all United States federal, State, and local laws and regulations applicable to any Collateral.

3.7 Debtor will take all steps reasonably necessary to:

a) maintain the registrations of all registered Collateral in full force and effect;  
b) prosecute any pending applications for Collateral registration; and  
c) prevent any material Collateral from being abandoned, forfeited or dedicated to the public, except, in each case, to the extent that Debtor determines in its reasonable business judgment that:

- i) such Collateral has minimal commercial value and is no longer used in, or useful to, the operation of Debtor's business;
- ii) the failure to take any such steps will not materially affect the value of the Collateral taken as a whole, or
- iii) the economic costs of such action would materially outweigh the probable economic benefits.

Such reasonable steps will include:

a) taking actions in, or filing responses to office actions issued by, an IP Filing Office, court, or Governmental Authority;  
b) paying when due all maintenance and other required fees;  
c) filing applications for renewal or extension;  
d) filing affidavits under Sections 8 and 15 of the Lanham (Trademark) Act; and  
e) filing divisional, continuation, continuation-in-part, or reissue applications.

3.8 Debtor will use proper statutory notices in connection with its use of its registered Trademarks and issued Patents, and notice of copyright proprietorship in connection with publication of its Copyrighted works.

3.9 Debtor will maintain the standards of quality of all products manufactured, distributed, and sold, and in the performance of services provided, in connection with Trademark Collateral at a level at least as high as on the Effective Date, unless commercially reasonable business practices justify a change.

3.10 Debtor will perform all its obligations under each Intellectual Property license agreement to which it is a party.

3.11 Debtor will take reasonable measures to protect its material trade secrets, including entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents.

3.12 Debtor will promptly notify Secured Party, providing reasonable details, of any

infringement, dilution, misappropriation, or other violation of any Collateral, and take all reasonable actions to stop such infringement, dilution, misappropriation, or other violation, which actions may include seeking damages for or an injunction against such conduct.

3.13 Debtor will promptly notify Secured Party, providing reasonable details, of the institution of any proceeding in any court or administrative body or any IP Filing Office regarding the validity or enforceability of, or Debtor's right to register, own, or use, any material Intellectual Property Collateral, and of any adverse determination on the merits in any such proceeding, and take all commercially reasonable steps to defend its rights in the Intellectual Property Collateral in interference, reexamination, opposition, cancellation, infringement, dilution, misappropriation, and other proceedings.

3.14 Debtor will notify Secured Party of each acquisition after the Effective Date of an interest in a registered or applied-for Copyright, Patent, Trademark, or Domain Name, or Intellectual Property License. Debtor will provide the notice within ten days following the end of the calendar quarter in which the interest was acquired.

3.15 Debtor will promptly notify Secured Party in writing of any commercial tort claim with respect to any Collateral, provide brief details of the claim, and grant Secured Party a security interest in the claim and any proceeds, all upon the terms of this Agreement.

3.16 Debtor will maintain appropriate and customary records with respect to the Collateral and will permit Secured Party to visit Debtor's premises to inspect Debtor's books and records with respect to the Collateral and any tangible items embodying the Collateral. Such visits and inspections will be made during regular business hours, with reasonable advance notice. Debtor will deliver copies of reports and information as to Collateral in Debtor's possession or under its control as Secured Party reasonably requests.

3.17 Upon Secured Party's request, Debtor will promptly and duly execute and deliver such further instruments and documents and take such further actions as Secured Party deems reasonably appropriate to obtain the full benefits of this Agreement, including:

- a) using commercially reasonable efforts to obtain consents and approvals for Debtor to grant a security interest in any item of Collateral to Secured Party, or for Secured Party to enforce the Security Interest or exercise other rights and remedies under this Agreement; and
- b) filing, or cooperating with Secured Party in filing in IP Filing Offices, forms or other documents in connection with the perfection, protection, or enforcement of the Security Interest.

3.18 Debtor authorizes Secured Party to file UCC financing statements and/or copies of this Agreement with respect to any Collateral in such filing offices as Secured Party reasonably deems advisable, and ratifies and confirms Secured Party's authorization to file any such UCC financing statements and/or copies of this Agreement before the Effective Date.

#### 4. EVENTS OF DEFAULT; REMEDIES

4.1 Each of the following events or conditions is an Event of Default:

- (a) there is an event of default as defined in the Loan Agreement;
- (b) a representation or warranty made by Debtor in this Agreement is incorrect in any material respect when made or deemed made;
- (c) Debtor transfers any Collateral in violation of this Agreement;
- (d) any Collateral is subject to any lien;
- (e) Secured Party does not have a perfected, first-priority security interest in any Collateral, or Debtor or any third party challenges the attachment, perfection, or priority of Secured Party's security interest in any Collateral, in each case except to the extent, if any, that such Collateral is not subject to the requirements of this Agreement for such perfection or priority, as applicable, or
- (f) Debtor fails to observe or perform any of its other covenants, agreements, or obligations under this Agreement and does not correct the failure within 10 days after notice from Secured Party.

4.2 While an Event of Default exists, Secured Party may take any appropriate actions to enforce, collect, protect the value of, or dispose of Collateral to the extent permitted by applicable law. Such actions may include:

- (a) taking possession of any tangible Collateral, and entering premises where such Collateral is located to effect such possession;
- (b) taking physical or electronic action to render any tangible Collateral unusable by Debtor, and entering premises where such Collateral is located to effect such action;
- (c) preparing and advertising Collateral for sale, lease, license, or other disposition;
- (d) notifying any account debtor or other person liable for payment to Debtor with respect to any Collateral of Secured Party's interest in such Collateral, instructing the account debtor or other person to make the payment directly to Secured Party or as Secured Party directs, and receiving and collecting all such payments;
- (e) instituting, defending, or settling legal proceedings to collect on or enforce Debtor's rights and remedies against account debtors and other third parties (including licensors and licensees) under or on account of any Collateral;
- (f) paying, discharging, purchasing, contracting for, or compromising any actual or threatened lien on the Collateral that in Secured Party's opinion may be prior or superior to the Security Interest;
- (g) to the extent possible without violating any then-existing Permitted Licenses, granting licenses and sublicenses in any Collateral to third parties, on an exclusive or non-exclusive basis, on such terms and conditions, and in such manner, as Secured Party may determine, with such licenses or sublicenses as are lawfully granted by Secured Party surviving as direct licenses or sublicenses of the Debtor if the Event of Default no longer exists;
- (h) take all action that Secured Party deems reasonably appropriate to maintain Debtor's standards of quality for products manufactured, distributed, or sold, or services performed, in connection with Trademark Collateral;
- (i) disposing of any Collateral at public or private sale, lease, license, or other disposition, at Secured Party's offices or elsewhere, at such prices as Secured Party may deem acceptable, for cash or on credit, without assumption of any credit risk;
- (j) enforcing Debtor's rights under any IP License or Domain Name Contract included in the Collateral, without becoming a party to or incurring any liability under such IP License or



Domain Name Contract;

- (k) notifying parties to any IP License or Domain Name Contract included in the Collateral that Debtor's rights and interest in the IP License or Domain Name Contract have been assigned to Secured Party, and communicating with such parties to verify the existence, amount, terms, and status of the IP License or Domain Contract; and
- (l) exercising any of Debtor's rights in Collateral as fully and completely as though Secured Party were the absolute owner of such rights for all purposes.

4.3 For the sole purpose of enabling Secured Party to exercise its rights and remedies as to the Collateral under this Section 4, and in addition to such rights and remedies, Debtor grants to Secured Party an irrevocable, nonexclusive, worldwide license (or sublicense) to use and exercise Debtor's rights in or to any of Debtor's Intellectual Property not included in the Collateral, without payment of royalty or other compensation to Debtor. This license is subject to the following:

- a) To the extent that this license is a sublicense of Debtor's rights as a licensee under any IP License (the primary license), this license is subject to any limitations in the primary license;
- b) This license does not include Intellectual Property if the primary license for such Intellectual Property by its terms or as a matter of law prohibits sublicenses, requires the licensor's consent, or entails additional consideration;
- c) The license is effective only while an Event of Default exists and is irrevocable until the termination of this Agreement; and
- d) For licensed Trademarks, this license is subject to Debtor's standards of quality control and inspection, whether maintained by Debtor or by Secured Party as provided in this Agreement, as necessary to avoid the risk of invalidation of the Trademarks.

4.4 In connection with Secured Party's exercise of its rights and remedies under this Section 4, Debtor will, at Secured Party's request and to the extent within Debtor's power and authority, give Secured Party access to:

- a) all software or data used for the management of data as to the Collateral or any Intellectual Property licensed to Secured Party under Section 4.3, and access to all media in which any of such software, data, or Intellectual Property may be recorded or stored;
- b) Debtor's know-how, expertise, and relevant data (such as customer lists) regarding the Collateral or the manufacture, sale, distribution or provision of any goods or services in connection with Intellectual Property Collateral; and
- c) Debtor's personnel responsible for such matters.

4.5 While an Event of Default exists, Secured Party may exercise all rights and remedies available under the UCC to a secured party following a debtor's default.

4.6 All remedies provided to Secured Party herein are cumulative and in addition to all other rights and remedies granted to it under this Agreement or available under applicable law. Remedies may be exercised separately or concurrently, without demand on or notice to Debtor, except as required by applicable law, and the exercise or partial exercise of any such right or remedy will not preclude the exercise of any other right or remedy.

4.7 To the extent that Secured Party is required by the UCC or other applicable law to give Debtor prior notice of the disposition of any Collateral, 10-days' notice of the time and place of any public disposition or of the time after which a private disposition may take place is reasonable notice of such matters.

4.8 After deduction of all costs and expenses payable by Debtor under this Agreement, Secured Party will apply the remainder of any proceeds of collection or sale, license or other disposition of Collateral, to the extent actually received in cash, to the payment of Debtor's secured obligations in such order of preference as Secured Party may determine, with proper allowance and provision being made for any secured obligations not then due. Upon the final payment and satisfaction in full of all of Debtor's secured obligations and after making any payments required by UCC §608(a)(1)© or §9-615(a)(3), Secured Party will return any remaining proceeds to Debtor. Only after so paying over such net proceeds and after the payment by Secured Party of any other amount required by any provision of law will Secured Party need to account to Debtor for any surplus proceeds. Debtor will remain liable for any deficiency if the proceeds of disposition of the Collateral are insufficient to fully pay Debtor's secured obligations.

4.9 Secured Party will not be required to marshal the Collateral or any present or any other future security for, or other assurances of payment of, the Debtor's secured obligations or to resort to such security or assurances in any particular order. To the extent permitted by applicable law, Debtor agrees not to invoke any law relating to the marshaling of Collateral that might delay or impede the enforcement of Secured Party's rights and remedies under this Agreement or otherwise, and, to the extent that it lawfully may, Debtor irrevocably waives the benefits of all such law.

## 5. SECURED PARTY'S OTHER RIGHTS

5.1 Debtor appoints Secured Party as its attorney-in-fact, with full power of substitution, without notice to or assent by Debtor, in its own name or in Debtor's name, in Debtor's place and stead, (i) to file any documents with an IP Filing Office that Secured Party reasonably deems appropriate to perfect, record, confirm, protect, or assure the priority of, the Security Interest, or to remove ineffective filings, and (ii) to take any actions required of Debtor under this Agreement that Debtor fails or is unable to take in a timely manner, and (iii) while an Event of Default exists, to take any actions that Secured Party deems appropriate:

a) to protect, preserve, or realize upon the Collateral and the Security Interest or to accomplish the purposes of this Agreement, including any actions described in Section 4; and

b) in connection with a disposition of any Collateral, (A) to assign or transfer title to such Collateral to itself or to any third party purchaser, and (B) to file with any IP Filing Office or Governmental Authority any documents necessary or advisable to implement, effectuate or reflect the disposition, including any transfer statement permitted under Section 9-619 of the UCC.

This power of attorney is a power coupled with an interest and will be irrevocable as long as this Agreement is in effect or is reinstated.

5.2 Debtor will defend and indemnify Secured Party and its officers, employees, and agents against a) all losses, obligations, demands, claims, and liabilities (collectively, "Claims") asserted by a third party in connection with the transactions contemplated by this Agreement, including acts or failures to act of Secured Party under Section 4 ("Events of Default; remedies"), and b) all costs and expenses (including reasonable attorneys' fees and fees of professionals) paid or incurred by Secured Party in connection with a Claim, except to the extent such Claims are caused by Secured Party's (or any of its officers', employees', or agents') gross negligence or willful misconduct.

5.3 Debtor will pay:

a) all fees, costs, and expenses incurred by Debtor, Secured Party or a third party in connection with actions required of Debtor under this Agreement;

b) all out-of-pocket fees, costs, and expenses (including reasonable attorneys' fees and fees of advisors, experts, agents and professionals) reasonably incurred in connection with Secured Party's exercise, enforcement, or protection of its rights and remedies under this Agreement or in respect of the Collateral;

c) any claims and charges that in Secured Party's reasonable opinion might, if not paid, prejudice, imperil, or otherwise adversely affect the Security Interest or its priority; and

d) any costs or expenses stated in the Loan Agreement to be part of the Debtor's secured obligations.

Debtor's obligations to Secured Party under this section 5.3 will be payable on demand.

5.4 Secured Party will not disturb the rights of any third party licensee of Collateral under an existing Intellectual Property license agreement, so long as the licensee is not in breach of its obligations to Debtor under such license. Upon Debtor's request with respect to a particular licensee, Secured Party will negotiate, execute and deliver a non-disturbance agreement with the licensee, in form reasonably acceptable to Secured Party, Debtor, and the licensee.

5.5 Secured Party will not be liable for any failure to exercise, or delay in exercising, any of its rights or remedies under this Agreement, or for any diminution in the value of the Collateral, and will not be obligated to:

a) collect any amounts due, redeem or realize on, or make any presentments, demands or notices of protest in connection with, any Collateral;

b) take any steps necessary to preserve rights in any instrument, contract, license, or lease against third parties or to preserve rights against prior parties;

c) take any actions that Debtor is required to take under this Agreement to protect the Collateral; or

d) remove any liens or take any actions for the perfection, enforcement, collection, or protection of Collateral, except to the extent that such obligations may not be waived or varied under UCC Section 9-602.

## 6. GENERAL PROVISIONS

6.1 This Agreement will remain in effect, and Secured Party will have no obligation to release any Collateral, until all of Debtor's secured obligations are completely and indefeasibly paid and

performed in full.

6.2 This Agreement will continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of Debtor's secured obligations is rescinded or must otherwise be restored or returned by Secured Party or any holder of Debtor's Secured Obligations as a preference, fraudulent conveyance or otherwise under any Bankruptcy Law, all as though such payment had not been made.

6.3 All notices and other communications required or permitted under this Agreement will be in writing or other record form, and will be sent by hand, by registered or certified mail return receipt requested, by overnight courier service maintaining records of receipt, or by other electronic means as the parties may agree in writing, in all cases with charges prepaid, and will be effective on the earlier of receipt or:

- a) if mailed, the third Business Day after being mailed;
- b) if sent by overnight courier service, the following Business Day;
- c) if sent by facsimile, upon sender's receipt of transmission confirmation; or
- d) if sent by electronic means, the time agreed by the parties in writing.

6.4 Debtor will not assign its rights or delegate its duties under this Agreement. Secured Party may assign Debtor's secured obligations to one or more assignees on such terms and conditions as Secured Party deems advisable. Debtor waives and will not assert against such an assignee any claims, setoffs, recoupments, or defenses that Debtor may have against Secured Party.

6.5 This Agreement may not be modified or amended except in a record authenticated by Debtor and Secured Party, and none of its provisions may be waived except in a record authenticated by Secured Party. No waivers will be implied, whether from any custom or course of dealing or any delay or failure in Secured Party's exercise of its rights and remedies hereunder or otherwise. Any waiver granted by Secured Party will not obligate Secured Party to grant any further, similar, or other waivers.

6.6 This Agreement will be construed in accordance with and governed by the laws of the State of California.


6.7 If any provision of this Agreement or its application to any person or circumstance will be invalid or unenforceable to any extent, the remainder of this Agreement or the application of the provision to other persons or circumstances will not be affected thereby and will be enforceable to the greatest extent permitted by law.

6.8 Debtor irrevocably consents to the exclusive jurisdiction of the courts located in the State of California for any action in connection with this Agreement, any of Debtor's secured obligations, or any Collateral, and will not contest or challenge venue in any such courts.

**SIGNATURES**

WONDER WORKSHOP, INC.

(DEBTOR)

  
By: *Kent A. Bates*  
Title: *CEO*

VIKAS GUPTA AND POOJA AS TRUSTEES  
OF THE VIKAS GUPTA AND POOJA  
MITTAL TRUST  
(SECURED PARTY)

*Vikas Gupta*

By: Vikas Gupta  
Title: Trustee

**SCHEDULE A - PATENT PROPERTIES**

**Rev. 11-02-2019**

**Issued U.S. Design Patents**

<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>	<b>Appn. No.</b>	<b>Filing date</b>
D734,821	21-Jul-2015	Robotic Toy	29/496,533	14-Jul-2014
D777,846	31-Jan-2017	Connector Accessory For Toy Robot	29/527,477	19-May-2015
D807,441	09-Jan-2018	Accessory For A Toy Robot	29/532,224	02-Jul-2015
D819,144	29-May-2018	Robotic Toy	29/528,936	02-Jun-2015
D846,039	16-Apr-2019	Connector Accessory For Toy Robot	29/587,498	13-Dec-2016

**Pending U.S. Design Patent Applications**

<b>Application No.</b>	<b>Filing Date</b>	<b>Title</b>
29/645,194	24-Apr-2018	Robotic Toy
29/617,738	15-Sep-2017	Toy Robot
29/634,696	24-Jan-2018	Drawing Accessory For Toy Robot
29/676,116	08-Jan-2019	Robot

**Issued U.S. Utility Patents**

<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>	<b>Appn. No.</b>	<b>Filing date</b>
9,370,862	21-Jun-2016	System And Method For Reinforcing Programming Education Through Robotic Feedback	14/737,342	11-Jun-2015
9,498,882	22-Nov-2016	System And Method For Reinforcing Programming Education Through Robotic Feedback	14/737,347	11-Jun-2015
9,672,756	06-Jun-2017	System And Method For Toy Visual Programming	15/260,865	09-Sep-2016
9,718,185	01-Aug-2017	System And Method For Reinforcing Programming Education Through Robotic Feedback	15/299,292	20-Oct-2016
10,181,268	15-Jan-2019	System And Method For Toy Visual Programming	15/582,924	01-May-2017
10,239,202	26-Mar-2019	Robot Interaction System and Method	16/132,162	14-Sep-2018
10,279,470	07-May-2019	System And Method For Facilitating Program Sharing	15/456,113	10-Mar-2017
10,427,295	01-Oct-2019	System And Method For Reinforcing Programming Education Through Robotic Feedback	15/636,439	28-Jun-2017

**Pending U.S. Utility Non-Provisional Patent Applications**

<b>Application No.</b>	<b>Filing Date</b>	<b>Title</b>	<b>Publication No.</b>	<b>Publication Date</b>
16/212,403	06-Dec-2018	System And Method For Toy Visual Programming	US2019/0108771 A1	11-Apr-2019
16/356,983	18-Mar-2019	System And Method For Facilitating Program Sharing	US2019/0210216	11-Jul-2019
16/271,524	08-Feb-2019	Robot Interaction System and Method	(not yet published)	

**PATENT**

**SCHEDULE B - FOREIGN PATENT PROPERTIES**

**Rev. 11-03-2019**

**Foreign Patents/Patent Applications**

<b>Country/Region</b>	<b>Publ. No./Issue No.</b>	<b>Publ Date</b>	<b>Title</b>	<b>Appn. No.</b>	<b>Filing date</b>
PCT	WO2015191910	17-Dec-2015	System and method for reinforcing programming education through robotic feedback	PCT/US15/35412	11-Jun-2015
PCT	WO2019/055868	21-Mar-2019	Robot Interaction System and Method	PCT/US18/51213	14-Sep-2018
China	ZL 2015 3 0009411		Robotic Toy	201530009411.2	13-Jan-2015
China	ZL 2018 3 04015344		Drawing Accessory For Toy Robot	2018 3 0401534	24-Jul-2018
China	CN106573378	19-Apr-2017	System and method for reinforcing programming education through robotic feedback	2015000041694	11-Jun-2015
China	ZL 2018 3 04006542		Drawing Accessory For Toy Robot		24-Jul-2018
Japan	JP1541619S	18-Jan-2016	Robotic Toy	JPD2015-431F	13-Jan-2015
Europe	002602722-0001				19-Dec-2014
Europe	002602722-0002				19-Dec-2014
Europe	002602722-0003				19-Dec-2014
Europe	005509551-0001				20-Jul-2018
Europe	005509551-0002				20-Jul-2018
Europe	3154749	19-Apr-2017	System and method for reinforcing programming education through robotic feedback	15806892	11-Jun-2015
Singapore	11201610305V	27-Jan-2017	System and method for reinforcing programming education through robotic feedback	11201610305V	11-Jun-2015
Singapore			System and method for	10201809399V	11-Jun-2015

**PATENT**

