

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6307360

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LOGITECH INTERNATIONAL S.A.	07/31/2020
RECEIVING PARTY DATA	
Name:	TILT FIVE INC.
Street Address:	1590 OAKLAND RD, SUITE B102
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95131
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	9366863
Patent Number:	9626764
Patent Number:	9555320
Patent Number:	9747862
Application Number:	15347590
Application Number:	15331237
Application Number:	15205736
Application Number:	15161098
Application Number:	15160996
Application Number:	15074525
Application Number:	15043133
Application Number:	14733708
Application Number:	14267325
Application Number:	29575680
Application Number:	29575681
Application Number:	29575682
Application Number:	15638846
CORRESPONDENCE DATA	
Fax Number:	
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent	
PATENT	

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: hans@tiltfive.com
Correspondent Name: HANS TEN CATE
Address Line 1: 1590 OAKLAND RD, SUITE B102
Address Line 4: SAN JOSE, CALIFORNIA 95131

NAME OF SUBMITTER:	KEN CLEMENTS REG 77,382
---------------------------	-------------------------

SIGNATURE:	/Ken Clements/
-------------------	----------------

DATE SIGNED:	09/18/2020
---------------------	------------

Total Attachments: 28

source=Tilt_Five_Release#page1.tif
source=Tilt_Five_Release#page2.tif
source=Tilt_Five_Release#page3.tif
source=Tilt_Five_Release#page4.tif
source=Tilt_Five_Release#page5.tif
source=Tilt_Five_Release#page6.tif
source=Tilt_Five_Release#page7.tif
source=Tilt_Five_Release#page8.tif
source=Tilt_Five_Release#page9.tif
source=Tilt_Five_Release#page10.tif
source=Tilt_Five_Release#page11.tif
source=Tilt_Five_Release#page12.tif
source=Tilt_Five_Release#page13.tif
source=Tilt_Five_Release#page14.tif
source=Tilt_Five_Release#page15.tif
source=Tilt_Five_Release#page16.tif
source=Tilt_Five_Release#page17.tif
source=Tilt_Five_Release#page18.tif
source=Tilt_Five_Release#page19.tif
source=Tilt_Five_Release#page20.tif
source=Tilt_Five_Release#page21.tif
source=Tilt_Five_Release#page22.tif
source=Tilt_Five_Release#page23.tif
source=Tilt_Five_Release#page24.tif
source=Tilt_Five_Release#page25.tif
source=Tilt_Five_Release#page26.tif
source=Tilt_Five_Release#page27.tif
source=Tilt_Five_Release#page28.tif

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("**Release**") is made and effective as of July 31, 2020 and granted by LOGITECH INTERNATIONAL S.A., ("**Logitech**"), a corporation organized under the laws of Switzerland, as Collateral Agent for the Purchasers set forth in Security Agreement (as defined herein), in favor of Tilt Five, Inc., a California limited liability company, its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain SECURED CONVERTIBLE PROMISSORY NOTES dated as of February 23, 2018 and August 21, 2018 (the "**Loan Agreement**") by and between Tilt Five, Inc. ("Tilt Five"), and Logitech, Tilt Five executed and delivered to Logitech that certain SECURITY AGREEMENT dated as of February 23, 2018, attached and incorporated by reference herein as Schedule A, by and between Tilt Five and Logitech (the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Tilt Five pledged and granted to Logitech for its benefit a security interest in and to all of the right, title and interest of Tilt Five in, to and under the Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 045075/0154 on February 23, 2018; and

WHEREAS, Tilt Five requested that Logitech enter into this Release of the Security Agreement, immediately upon conversion pursuant to the Loan Agreement, in order to effectuate, evidence and record the release and reassignment to Tilt Five of any and all right, title and interest Logitech may have in the Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Logitech hereby states as follows:

1. Release of Security Interest. Logitech, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of Tilt Five, and reassigns to Tilt Five any and all right, title and interest that it may have pursuant to the Security Agreement, in, to and under the following (collectively, the "**Collateral**");

(a) any and all copyrights, trademarks, patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Intellectual Property**");

(b) all rights of any kind whatsoever of Tilt Five accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

- (c) any and all license and other agreements in which Tilt Five has granted or is granted a license or other right under any Intellectual Property right;
- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Logitech agrees to take all further actions, and provide to Tilt Five and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Tilt Five and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

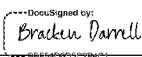
[Signatures on Following Page]

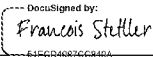
IN WITNESS WHEREOF, Logitech has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Agreed to and Accepted by:

COLLATERAL AGENT:

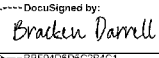
LOGITECH INTERNATIONAL S.A.

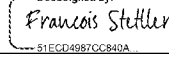
By: 
BBF94D8D5C2B4C1...
Name: Bracken Darrell
Title: Ceo

By: 
51ECD4987CC840A...
Name: Francois Stetler
Title: General Counsel EAMEA

PURCHASER:

LOGITECH INTERNATIONAL S.A.

By: 
BBF94D8D5C2B4C1...
Name: Bracken Darrell
Title: Ceo

By: 
51ECD4987CC840A...
Name: Francois Stetler
Title: General Counsel EAMEA

VIVIDTHREE HOLDINGS LTD. (AS ASSIGNEE OF OMG VENTURE PTE. LTD.)

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Logitech has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Agreed to and Accepted by:

COLLATERAL AGENT:

LOGITECH INTERNATIONAL S.A.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PURCHASER:

LOGITECH INTERNATIONAL S.A.

By: _____

By: _____

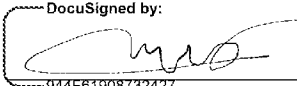
Name: _____

Name: _____

Title: _____

Title: _____

VIVIDTHREE HOLDINGS LTD. (AS ASSIGNEE OF OMG VENTURE PTE. LTD.)

By:  _____

Name: Charles Yeo

Title: Managing Director

SCHEDULE A

SECURITY AGREEMENT

SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this “**Security Agreement**”), dated as of February 23, 2018, is executed by **Tilt Five, Inc.**, a Delaware corporation (together with its successors and assigns, “**Company**”), in favor of **Collateral Agent** (as herein defined) on behalf of the Purchasers listed on the signature pages hereof.

RECITALS

A. Company and the Purchasers have entered into a Note Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which the Company has issued convertible promissory notes, dated as of the date hereof (as amended, modified or otherwise supplemented from time to time, (each a “**Note**” and collectively, the “**Notes**”) in an aggregate principal amount of \$400,000 in favor of the Purchasers, and up to an additional aggregate principal amount of \$3,600,000 in favor of the Purchasers.

B. In order to induce each Purchaser to extend the credit evidenced by the Notes, Company has agreed to enter into this Security Agreement and to grant Collateral Agent, for the benefit of itself and the Purchasers, the security interest in the Collateral described below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company hereby agrees with Collateral Agent and the Purchasers as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms have the following respective meanings:

“**Collateral**” has the meaning given to that term in Section 2 hereof.

“**Lien**” shall mean, with respect to any property, any security interest, mortgage, pledge, lien, claim, charge or other encumbrance.

“**Obligations**” means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to Collateral Agent and the Purchasers of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Notes and the other Transaction Agreements, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"UCC" means the Uniform Commercial Code as in effect in the State of California from time to time.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Notes. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. As security for the Obligations, Company hereby pledges to Collateral Agent and grants to Collateral Agent a security interest of first priority in all right, title and interests of Company in and to the property described in Attachment 1 hereto, whether now existing or hereafter from time to time acquired (collectively, the "**Collateral**").

3. General Representations and Warranties. Company represents and warrants to Collateral Agent and the Purchasers that (a) Company is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Company acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral; (b) upon the filing of UCC-1 financing statements in the appropriate filing offices, Collateral Agent has (or in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) a first priority perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing; (c) all Inventory has been (or, in the case of hereafter produced Inventory, will be) produced in compliance with applicable laws, including the Fair Labor Standards Act; (d) all accounts receivable and payment intangibles are genuine and enforceable against the party obligated to pay the same; (e) the originals of all documents evidencing all accounts receivable and payment intangibles of Company and the only original books of account and records of Company relating thereto are, and will continue to be, kept at the chief executive office of Company set forth on Schedule B or at such other locations as Company may establish in accordance with Section 5(d), and (f) all information set forth in Schedules A and B hereto is true and correct.

4. Representations and Warranties regarding Intellectual Property. Company represents and warrants to Collateral Agent and the Purchasers that: (a) Company does not own any patents, trademarks, copyrights or mask works registered in, or the subject of pending applications in, the Patent and Trademark Office or the Copyright Office or any similar offices or agencies in any other country or any political subdivision thereof, other than those described on Schedule A hereto; (b) Company has the sole, full and unencumbered right, title and interest in and to the trademarks shown on Schedule A and the goods and services covered by the registrations thereof and, to the extent registered, such registrations are valid and enforceable and in full force and effect; (c) Company has the sole, full and unencumbered right, title and interest in and to each of the patents shown on Schedule A and the registrations thereof are valid and enforceable and in full force and effect; (d) Company has the sole, full and unencumbered right, title and interest in and to each of the copyrights shown on Schedule A and according to the records of the Copyright Office, each of said copyrights is valid and enforceable and in full force and effect; (e) Company has the sole, full and unencumbered right, title and interest in and to the mask works shown on Schedule A and according to the records of the Copyright Office, each of said mask works is valid and enforceable and in full

force and effect; (f) there is no claim by any third party that any patents, trademarks, copyrights or mask works are invalid and unenforceable or do or may violate the rights of any Person; (g) all licenses (other than non-exclusive licenses to end-users) of patents, trademarks, copyrights, mask works and trade secrets which Company has granted to any Person are set forth in Schedule A hereto; (h) all licenses of patents, trademarks, copyrights, mask works and trade secrets which any Person has granted to Company are set forth on Schedule A hereto; (i) Company has obtained from each employee who may be considered the inventor of patentable inventions (invented within the scope of such employee's employment) an assignment to Company of all rights to such inventions, including patents; and (j) Company has taken all reasonable steps necessary to protect the secrecy and the validity under applicable law of all material trade secrets.

5. Covenants Relating to Collateral. Company hereby agrees (a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Collateral Agent therein and the perfection and priority of such Lien; (b) not to use or permit any Collateral to be used (i) in violation in any material respect of any applicable law, rule or regulation, or (ii) in violation of any policy of insurance covering the Collateral; (c) to pay promptly when due all material taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon or affecting any Collateral; (d) without 10 days' written notice to Collateral Agent, (i) not to change Company's name or place of business (or, if Company has more than one place of business, its chief executive office), or the office in which Company's records relating to accounts receivable and payment intangibles are kept, (ii) not to change Company's state of incorporation, (iii) not to keep Collateral consisting of chattel paper at any location other than its chief executive office set forth in item 1 of Schedule B hereto, and (iv) not to keep Collateral consisting of equipment or inventory at any location other than the locations set forth in item 4 of Schedule B hereto, (f) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by Collateral Agent to perfect, maintain and protect its Lien hereunder and the priority thereof and to deliver promptly upon the request of Collateral Agent all originals of Collateral consisting of instruments; (g) to appear in and defend any action or proceeding which may affect its title to or Collateral Agent's interest in the Collateral; (h) if Collateral Agent gives value to enable Company to acquire rights in or the use of any Collateral, to use such value for such purpose; (i) to keep separate, accurate and complete records of the Collateral and to provide Collateral Agent with such records and such other reports and information relating to the Collateral as Collateral Agent may reasonably request from time to time; (j) not to surrender or lose possession of (other than to Collateral Agent), sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein, and to keep the Collateral free of all Liens; provided that Company may sell, lease, transfer, license or otherwise dispose of any of the Collateral in the ordinary course of business consisting of (i) the sale of inventory, (ii) sales of worn-out or obsolete equipment, and (iii) non-exclusive licenses and similar arrangements for the use of the property of Company; (k) if requested by Collateral Agent, to type, print or stamp conspicuously on the face of all original copies of all Collateral consisting of chattel paper a legend satisfactory to Collateral Agent indicating that such chattel paper is subject to the security interest granted hereby; (l) to collect, enforce and receive delivery of the accounts receivable and payment intangibles in accordance with past practice or in the ordinary course of business consistent with reasonable market practice until otherwise notified by Collateral Agent; (m) to comply with all material requirements of law relating to the production, possession,

operation, maintenance and control of the Collateral (including the Fair Labor Standards Act); (n) to permit Collateral Agent and its representatives the right, at any time during normal business hours, upon reasonable prior notice, but no more than once per quarter unless an Event of Default has occurred and is continuing, to visit and inspect the properties of Company and its corporate, financial and operating records, and make abstracts therefrom, and to discuss Company's affairs, finances and accounts with its directors, officers and independent public accountants; (m) to promptly notify Collateral Agent in writing if Company acquires a Commercial Tort Claim, and to provide a summary description of such claim, and grant to Lender in writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance reasonably satisfactory to Lender.

6. Covenants Regarding Intellectual Property. Company hereby agrees:

(a) Company will perform all acts and execute all documents, including notices of security interest for each relevant type of intellectual property in forms suitable for filing with the Patent and Trademark Office or the Copyright Office, that may be necessary to record, maintain, preserve, protect and perfect Collateral Agent's interest in the Collateral, the Lien granted to Collateral Agent in the Collateral and the first priority of such Lien;

(b) Except to the extent that Collateral Agent gives its prior written consent:

(i) Company (either itself or through licensees) will continue to use its material trademarks in connection with each and every trademark class of goods or services applicable to its current line of products or services as reflected in its current catalogs, brochures, price lists or similar materials in order to maintain such trademarks in full force and effect free from any claim of abandonment for nonuse, and Company will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any material trademark may become invalidated;

(ii) Company will not do any act or omit to do any act whereby any material patent registrations may become abandoned or dedicated to the public domain or the remedies available against potential infringers weakened and shall notify Collateral Agent promptly if it knows of any reason or has reason to know that any material patent registration may become abandoned or dedicated; and

(iii) Company will not do any act or omit to do any act whereby any material copyrights or mask works may become abandoned or dedicated to the public domain or the remedies available against potential infringers weakened and shall notify Collateral Agent promptly if it knows of any reason or has reason to know that any material copyright or mask work may become abandoned or dedicated to the public domain.

(c) Company will promptly notify Collateral Agent upon the filing, either by Company or through any agent, employee, licensee or designee, of (i) an application for the registration of any patent or trademark, with the Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, (ii) any assignment of any patent or trademark, which Company may acquire from a third party, with the Patent and Trademark Office

or any similar office or agency in any other country or any political subdivision thereof, or (iii) any assignment of any copyright or mask work, which Company may acquire from a third party, with the Copyright Office or any similar office or agency in any other country or any political subdivision thereof. Upon the request of Collateral Agent, Company shall execute and deliver any and all agreements, instruments, documents and papers as Collateral Agent may reasonably request to evidence Collateral Agent's security interest in such patent, trademark (and the goodwill and general intangibles of Company relating thereto or represented thereby), copyright or mask work, and Company authorizes Collateral Agent to amend an original counterpart of the applicable notice of security interest executed pursuant to Section 6(a) of this Security Agreement without first obtaining Company's approval of or signature to such amendment and to record such document with the Patent and Trademark Office or Copyright Office, as applicable;

(d) While any Obligations remain outstanding or Purchasers have any obligations to purchase Notes under the Purchase Agreement, Company shall not register or cause to be registered with the United States Copyright Office any copyright registrations with respect to any proprietary software of Company or any other property that is subject to registration with the United States Copyright Office.

(e) Company will take all necessary steps in any proceeding before the Patent and Trademark Office, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to diligently prosecute or maintain, as applicable, each application and registration of the patents, trademarks, copyrights and mask works, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted hereunder or would not have a material impact on the Company's business);

(f) Company shall (i) use proper statutory notice in connection with its use of the patents, trademarks, copyrights and mask works, (ii) maintain consistent standards of quality in its manufacture of products sold under the trademarks or provision of services in connection with the trademarks, and (iii) take all steps necessary to protect the secrecy and the validity under applicable law of all material trade secrets;

(g) Company agrees that if it learns of any use by any Person of any term or design likely to cause confusion with any trademark, Company shall promptly notify Collateral Agent of such use and of all steps taken and to be taken to remedy any infringement of any trademark; and

(h) Company shall maintain with each employee who may have access to the trade secrets of Company an agreement by which such employee agrees not to disclose such trade secrets and with each employee who may be the inventor of patentable inventions (invented within the scope of such employee's employment) an invention assignment agreement requiring such employee to assign all rights to such inventions, including patents and patent applications, to Company and further requiring such employee to cooperate fully with Company, its successors in interest, including Collateral Agent, and their counsel, in the prosecution of any patent application or

in any litigation involving the invention, whether such cooperation is required during such employee's employment with Company or after the termination of such employment.

7. Authorized Action by Collateral Agent. Company hereby irrevocably appoints Collateral Agent as its attorney-in-fact (which appointment is coupled with an interest) and agrees that Collateral Agent may perform (but Collateral Agent shall not be obligated to and shall incur no liability to Company or any third party for failure so to do) any act which Company is obligated by this Security Agreement to perform, and to exercise such rights and powers as Company might exercise with respect to the Collateral, including the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) insure, process and preserve the Collateral; (e) pay any indebtedness of Company relating to the Collateral; and (f) file UCC financing statements and execute other documents, instruments and agreements required hereunder; provided, however, that Collateral Agent shall not exercise any such powers granted pursuant to subsections (a) through (e) prior to the occurrence of an Event of Default and shall only exercise such powers during the continuance of an Event of Default. Company agrees to reimburse Collateral Agent upon demand for any reasonable costs and expenses, including attorneys' fees, Collateral Agent may incur while acting as Company's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. It is further agreed and understood between the parties hereto that such care as Collateral Agent gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Collateral Agent's possession; provided, however, that Collateral Agent shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

8. Litigation and Other Proceedings

(a) Company shall have the right and obligation to commence and diligently prosecute such suits, proceedings or other actions for infringement or other damage, or reexamination or reissue proceedings, or opposition or cancellation proceedings as are reasonable (as determined by Company in its sole discretion) to protect any of the material patents, trademarks, copyrights, mask works or trade secrets. No such suit, proceeding or other actions shall be settled or voluntarily dismissed, nor shall any party be released or excused of any claims of or liability for infringement, without the prior written consent of Collateral Agent, which consent shall not be unreasonably withheld.

(b) Upon the occurrence and during the continuation of an Event of Default, Collateral Agent shall have the right but not the obligation to bring suit or institute proceedings in the name of Company or Collateral Agent to enforce any rights in the Collateral, including any license thereunder, in which event Company shall at the request of Collateral Agent do any and all lawful acts and execute any and all documents reasonably required by Collateral Agent in aid of such enforcement. If Collateral Agent elects not to bring suit to enforce any right under the

Collateral, including any license thereunder, upon the occurrence and during the continuation of an Event of Default, Company agrees to use all reasonable measures, whether by suit, proceeding or other action, to cause to cease any infringement of any right under the Collateral by any Person and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement.

9. Default and Remedies.

(a) Default. Company shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default (as defined in the Notes).

(b) Remedies. Upon the occurrence and during the continuance of any such Event of Default, Collateral Agent shall have the rights of a secured creditor under the UCC, all rights granted by this Security Agreement and by law, including the right to: (a) require Company to assemble the Collateral and make it available to Collateral Agent and the Purchasers at a place to be designated by Collateral Agent and the Purchasers; and (b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Collateral Agent and the Purchasers deem appropriate. Company hereby agrees that ten (10) days' notice of any intended sale or disposition of any Collateral is reasonable. In furtherance of Collateral Agent's rights hereunder, Company hereby grants to Collateral Agent an irrevocable, non-exclusive license, exercisable without royalty or other payment by Collateral Agent, and only in connection with the exercise of remedies hereunder, to use, license or sublicense any patent, trademark, trade name, copyright or other intellectual property in which Company now or hereafter has any right, title or interest together with the right of access to all media in which any of the foregoing may be recorded or stored.

(c) Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Collateral Agent at the time of, or received by Collateral Agent after, the occurrence of an Event of Default) shall be paid to and applied as follows:

(i) First, to the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by Collateral Agent;

(ii) Second, to the payment to each Purchaser of the amount then owing or unpaid on such Purchaser's Note, and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon such Note, then its Pro Rata Share of the amount remaining to be distributed (to be applied first to accrued interest and second to outstanding principal);

(iii) Third, to the payment of other amounts then payable to each Purchaser under any of the Transaction Agreements, and in case such proceeds shall be insufficient to pay in

full the whole amount so due, owing or unpaid under such Transaction Agreements, then its Pro Rata Share of the amount remaining to be distributed; and

(iv) Fourth, to the payment of the surplus, if any, to Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

For purposes of this Security Agreement, the term "Pro Rata Share" shall mean, when calculating a Purchaser's portion of any distribution or amount, that distribution or amount (expressed as a percentage) equal to a fraction (i) the numerator of which is the original outstanding principal amount of such Purchaser's Note and (ii) the denominator of which is the original aggregate outstanding principal amount of all Notes issued under the Purchase Agreement. In the event that a Purchaser receives payments or distributions in excess of its Pro Rata Share, then such Purchaser shall hold in trust all such excess payments or distributions for the benefit of the other Purchasers and shall pay such amounts held in trust to such other Purchasers upon demand by such Purchasers.

10. Collateral Agent.

(a) Appointment. The Purchasers hereby appoint Logitech International S.A. as collateral agent for the Purchasers under this Security Agreement (in such capacity, the "**Collateral Agent**") to serve from the date hereof until the termination of the Security Agreement.

(b) Powers and Duties of Collateral Agent, Indemnity by Purchasers.

(i) Each Purchaser hereby irrevocably authorizes the Collateral Agent to take such action and to exercise such powers hereunder as provided herein or as requested in writing by the Purchasers of a Majority in Interest in accordance with the terms hereof, together with such powers as are reasonably incidental thereto. Collateral Agent may execute any of its duties hereunder by or through agents or employees and shall be entitled to request and act in reliance upon the advice of counsel concerning all matters pertaining to its duties hereunder and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance therewith.

(ii) Neither the Collateral Agent nor any of its directors, officers or employees shall be liable or responsible to any Purchaser or to Company for any action taken or omitted to be taken by Collateral Agent or any other such person hereunder or under any related agreement, instrument or document, except in the case of gross negligence or willful misconduct on the part of the Collateral Agent, nor shall the Collateral Agent or any of its directors, officers or employees be liable or responsible for (i) the validity, effectiveness, sufficiency, enforceability or enforcement of the Notes, this Security Agreement or any instrument or document delivered hereunder or relating hereto; (ii) the title of Company to any of the Collateral or the freedom of any of the Collateral from any prior or other liens or security interests; (iii) the determination, verification or enforcement of Company's compliance with any of the terms and conditions of this Security Agreement; (iv) the failure by Company to deliver any instrument or document required to be delivered pursuant to the terms hereof; or (v) the receipt, disbursement, waiver, extension or other handling of payments or proceeds made or received with respect to the collateral, the servicing of the Collateral or the enforcement or the collection of any amounts owing with respect to the Collateral.

(iii) In the case of this Security Agreement and the transactions contemplated hereby and any related document relating to any of the Collateral, each of the Purchasers agrees to pay to the Collateral Agent, on demand, its Pro Rata Share of all fees and all expenses incurred in connection with the operation and enforcement of this Security Agreement, the Notes or any related agreement to the extent that such fees or expenses have not been paid by Company. In the case of this Security Agreement and each instrument and document relating to any of the Collateral, each of the Purchasers and the Company hereby agrees to hold the Collateral Agent harmless, and to indemnify the Collateral Agent from and against any and all loss, damage, expense or liability which may be incurred by the Collateral Agent under this Security Agreement and the transactions contemplated hereby and any related agreement or other instrument or document, as the case may be, unless such liability shall be caused by the willful misconduct or gross negligence of the Collateral Agent.

11. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Company or Collateral Agent under this Security Agreement shall be in writing and faxed, mailed or delivered to each party to the facsimile number or its address set forth below (or to such other facsimile number or address as the recipient of any notice shall have notified the other in writing). All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed, by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; (c) when delivered by hand, upon delivery; and (d) when faxed, upon confirmation of receipt.

Collateral Agent:

Logitech International S.A.
EPFL – Quartier de l’Innovation
Daniel Borel Innovation Center
Lausanne, CH
Telephone: _____
Facsimile: _____

with a copy to:

Attn: General Counsel
7700 Gateway Blvd.
Newark, CA 94560
Telephone: _____
Facsimile: _____

Company:

675 Starbush Drive
Sunnyvale, CA 94086
Attn: CEO

with a copy to:

Cooley LLP
3175 Hanover Street
Palo Alto, CA 94304
Attn: Matthew S. Bartus

(b) Termination of Security Interest. Upon the payment in full of all Obligations and the cancellation or termination of any commitment to extend credit or purchase Notes under the Purchase Agreement, the security interest granted herein shall automatically terminate and all rights to the Collateral shall revert to Company. Upon such termination Collateral Agent hereby authorizes Company to file any UCC termination statements necessary to effect such termination and Collateral Agent will, at Company's expense, execute and deliver to Company any additional documents or instruments as Company shall reasonably request to evidence such termination.

(c) Nonwaiver. No failure or delay on Collateral Agent's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(d) Amendments and Waivers. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Company and Collateral Agent. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(e) Assignments. This Security Agreement shall be binding upon and inure to the benefit of Collateral Agent and Company and their respective successors and assigns; provided, however, that Company may not sell, assign or delegate rights and obligations hereunder without the prior written consent of Collateral Agent.

(f) Cumulative Rights, etc. The rights, powers and remedies of Collateral Agent under this Security Agreement shall be in addition to all rights, powers and remedies given to Collateral Agent by virtue of any applicable law, rule or regulation of any governmental authority, any Transaction Agreement or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Collateral Agent's rights hereunder. Company waives any right to require Collateral Agent to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in Collateral Agent's power.

(g) Payments Free of Taxes, Etc. All payments made by Company under the Transaction Agreements shall be made by Company free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. In addition, Company shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by Collateral Agent, Company shall furnish evidence satisfactory to Collateral Agent that all requisite authorizations and approvals by, and notices to and filings with, governmental

authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(h) Partial Invalidity. If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(i) Expenses. Company shall pay on demand all reasonable fees and expenses, including reasonable attorneys' fees and expenses, incurred by Collateral Agent in connection with custody, preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Obligations which is not performed as and when required by this Security Agreement.

(j) Construction. Each of this Security Agreement and the other Transaction Agreements is the result of negotiations among, and has been reviewed by, Company, Purchasers, Collateral Agent and their respective counsel. Accordingly, this Security Agreement and the other Transaction Agreements shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against Company, Purchasers or Collateral Agent.

(k) Entire Agreement. This Security Agreement taken together with the other Transaction Agreements constitute and contain the entire agreement of Company, Purchasers and Collateral Agent and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(l) Other Interpretive Provisions. References in this Security Agreement and each of the other Transaction Agreements to any document, instrument or agreement (a) includes all exhibits, schedules and other attachments thereto, (b) includes all documents, instruments or agreements issued or executed in replacement thereof, and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Security Agreement or any other Transaction Agreement refer to this Security Agreement or such other Transaction Agreement, as the case may be, as a whole and not to any particular provision of this Security Agreement or such other Transaction Agreement, as the case may be. The words "include" and "including" and words of similar import when used in this Security Agreement or any other Transaction Agreement shall not be construed to be limiting or exclusive.

(m) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules (except to the extent governed by the UCC).

(n) Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

TILT FIVE, INC.

By: DocuSigned by:
Jeri Ellsworth
Name: Jeri Janet Ellsworth
Title: Chief Executive Officer

AGREED:

LOGITECH INTERNATIONAL S.A.
As Collateral Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

PURCHASERS:

LOGITECH INTERNATIONAL S.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

OMG VENTURE PTE. LTD.

By: _____
Name: _____
Title: _____

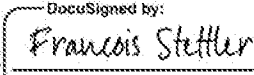
IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.


TILT FIVE, INC.

By: _____
Name: Jeri Janet Ellsworth
Title: Chief Executive Officer

AGREED:

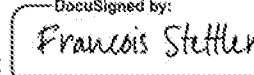
LOGITECH INTERNATIONAL S.A.
As Collateral Agent


By: 
Name: Francis Stettler
Title: General Counsel EMEA

By: 
Name: Russ Hill
Title: Deputy G.C. & Chief Compliance Officer

PURCHASERS:

LOGITECH INTERNATIONAL S.A.

By: 
Name: Francis Stettler
Title: General Counsel EMEA

By: 
Name: Russ Hill
Title: Deputy G.C. & Chief Compliance Officer

OMG VENTURE PTE. LTD.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

TILT FIVE, INC.

By: _____
Name: Jeri Janet Ellsworth
Title: Chief Executive Officer

AGREED:

LOGITECH INTERNATIONAL S.A.
As Collateral Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

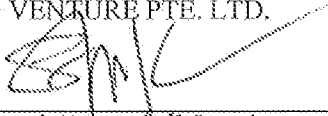
PURCHASERS:

LOGITECH INTERNATIONAL S.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

OMG VENTURE PTE. LTD.

By: 
Name: PER GIN CHEN STEVE
Title: DIRECTOR

ATTACHMENT 1

TO SECURITY AGREEMENT

All right, title, interest, claims and demands of Company in and to the following property:

- (i) All Accounts;
- (ii) All Chattel Paper;
- (iii) All Commercial Tort Claims listed on Exhibit A;
- (iv) All Deposit Accounts and cash;
- (v) All Documents;
- (vi) All Equipment;
- (vii) All General Intangibles;
- (viii) All Goods;
- (ix) All Instruments;
- (x) All Intellectual Property;
- (xi) All Inventory;
- (xii) All Investment Property;
- (xiii) All Letter-of-Credit Rights

(xiv) To the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing.

The term “**Intellectual Property**” means all intellectual and similar property of every kind and nature now owned or hereafter acquired by Company, including inventions, designs, patents (whether registered or unregistered), copyrights (whether registered or unregistered), trademarks (whether registered or unregistered), trade secrets, domain names, confidential or proprietary technical and business information, know-how, methods, processes, drawings, specifications or other data or information and all memoranda, notes and records with respect to any research and development, software and databases and all embodiments or fixations thereof whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

All capitalized terms used in this Attachment 1 and not otherwise defined herein, shall have the respective meanings given to such terms in the Uniform Commercial Code of the State of California as in effect from time to time.

Exhibit A
to
Attachment 1 to Security Agreement
Commercial Tort Claims

Not applicable.

SCHEDULE A
TO SECURITY AGREEMENT

COPYRIGHTS

<u>Description</u>	<u>Registration Date</u>	<u>Registration No.</u>
None		

PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
Two section head mounted display	2016-06-14	US 9,366,863
System and method for synchronizing fiducial markers	2017-04-18	US 9,626,764
System and method to identify and track objects on a surface	2017-01-31	US 9,555,320
Method of immersive rendering for wide field of view	2017-08-29	US 9,747,862

PATENT APPLICATIONS

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>	<u>Publication No.</u>
SYSTEM AND METHOD OF HAPTIC FEEDBACK BY REFERRAL OF SENSATION	11-09-2016	15/347,590	20170131775
METHOD OF IMMERSIVE RENDERING FOR WIDE FIELD OF VIEW	11-01-2016	15/340,641	20170124980 WO/2017/079162
VIRTUAL REALITY ATTACHMENT FOR A HEAD MOUNTED DISPLAY	10-21-2016	15/331,237	20170045746
HMPD WITH NEAR EYE PROJECTION	07-08-2016	15/205,736	20170010467
METHOD OF CO-LOCATED SOFTWARE OBJECT SHARING FOR MULTI-PLAYER AUGMENTED REALITY GAMES	05-20-2016	15/161,098	20160342774
RETROREFLECTIVE SURFACE WITH	05-20-2016	15/160,996	20160339337 WO/2016/187609

INTEGRATED FIDUCIAL MARKERS FOR AN
AUGMENTED REALITY SYSTEM

RETROREFLECTIVE LIGHT FIELD DISPLAY	05-18-2016	15/074,525	20160277725 WO/2016/154026
HEAD MOUNTED DISPLAY PERFORMING POST RENDER PROCESSING	02-12-2016	15/043,133	20160238852
SYSTEM AND METHOD FOR MULTIPLE SENSOR FIDUCIAL TRACKING	06-08-2015	14/733,708	20150356737
SYSTEM AND METHOD FOR RECONFIGURABLE PROJECTED AUGMENTED/VIRTUAL REALITY APPLIANCE	05-01-2014	14/267,325	20140340424 EP3058417 AU2014334682 WO/2015/057507 CA2926687 CN105765444 MX2016004537 JP2016536635 KR20160075571 IN201637013033 BR 11 2016 008106 4

SYSTEM AND METHOD TO IDENTIFY AND TRACK OBJECTS ON A SURFACE	05-01-2014	14/267,195	20140340523
---	------------	------------	-------------

SYSTEM AND METHOD FOR SYNCHRONIZING FIDUCIAL MARKERS	06-30-2015	14/788,483	20160005174
---	------------	------------	-------------

DESIGN

AUGMENTED REALITY WAND	08-26-2016	29/575,680
------------------------	------------	------------

CONTENT HUB	08-26-2016	29/575,681
-------------	------------	------------

AUGMENTED REALITY GLASSES	08-26-2016	29/575,682
---------------------------	------------	------------

UNPUBLISHED

HEAD MOUNTED PROJECTION DISPLAY WITH MULTILAYER BEAM SPLITTER AND COLOR CORRECTION	06-30-2017	15/638,846
--	------------	------------

REAL-TIME RETROREFLECTOR IMAGE COMPRESSION	02-01-2017	62/453,316
---	------------	------------

SYSTEM AND METHOD FOR AUGMENTED REALITY INTERFACE TO MOBILE DEVICES	06-07-2017	62/516,435
--	------------	------------

TABLE REPROJECTION FOR POST RENDER LATENCY COMPENSATION	06-16-2017	62/520,780
--	------------	------------

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
(1) CASTAR	October 23, 2013	4777962
(2) TECHNICAL ILLUSIONS	August 4, 2015	4786530
(3) TECHNICAL ILLUSIONS	December 2, 2014	4647839
CastAR	April 23, 2014	1230779
Technical Illusions	April 23, 2014	1211665

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Serial No.</u>
(1) SIGHTCAST	March 31, 2017	87394579
(2) THE VIDEO GAME SHOW	May 22, 2017	87459471

MASK WORKS

<u>Description</u>	<u>Registration Date</u>	<u>Registration No.</u>
None		

[LICENSES OF PATENTS, TRADEMARKS, COPYRIGHTS OR MASK WORKS]
 (other than non-exclusive licenses to end-users)

1. None

SCHEDULE B
TO SECURITY AGREEMENT

COMPANY PROFILE

1. **Name.** The legal name of Company is and the address of its chief executive office is:

Tilt Five, Inc.

Jeri Janet Ellsworth
675 Starbush Drive
Sunnyvale, CA 94086

2. **Organizational Identification Number; Federal Employer Identification Number.** The Company's organizational identification number in its state of incorporation is 6505607 and Company's federal employer identification number is 82-2590843.

3. **State of Incorporation; Prior Names.** Company was incorporated on AUGUST 8, 2017 in the state of DELAWARE. Since its incorporation Company has had the following legal names (other than its current legal name):

<u>Prior Name</u>	<u>Date Company's Name Was Changed From Such Name</u>
-------------------	---

N/A

4. Company does business under the following trade names:

<u>Trade Name</u>	<u>Is This Name Registered?</u>	<u>Registration No.</u>	<u>Registration Date</u>
-------------------	---------------------------------	-------------------------	--------------------------

N/A

5. **Place of Business.** Company has the following places of business:

<u>Address</u>	<u>Owner of Location</u>	<u>Brief Description of Assets and Value</u>
----------------	--------------------------	--

N/A

6. **Assets in Possession of Third Parties.** The following are names and addresses of all persons or entities other than Company, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of any of the Collateral consisting of instruments, chattel paper, inventory or equipment:

<u>Name</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
-------------	------------------------	---------------	--------------

N/A

7. **Qualification To Do Business.** Company is qualified to do business in the following states:

DELAWARE, CALIFORNIA

8. **Existing Security Interests.** Company's assets are subject to the following security interest of Persons other than the Collateral Agent:

<u>Assets</u>	<u>Name of Investor</u>
---------------	-------------------------

None.

9. **Tax Assessments.** The following tax assessments are currently outstanding and unpaid:

<u>Assessing Authority</u>	<u>Amount and Description</u>
----------------------------	-------------------------------

N/A

10. **Guaranties.** Company has directly or indirectly guaranteed the following obligations of third parties:

<u>Investor</u>	<u>Amount</u>	<u>Company</u>
-----------------	---------------	----------------

N/A

11. **Subsidiaries.** Company has the following subsidiaries (list jurisdiction and date of incorporation, federal employer identification number, type and value of assets):

N/A

12. **Securities; Instruments.** The following is a complete list of all stocks, bonds, debentures, notes and other securities and investment property owned by Company (*provide name of issuer, whether certificated or uncertificated, certificate no. (if applicable), number of shares*):

N/A

13. **Bank Accounts; Securities Accounts.** The following is a complete list of all bank accounts and securities accounts maintained by Company (*provide name and address of depository bank (or brokerage firm), type of account and account number*):

BUSINESS BANKING ACCOUNT #3302236977
SILICON VALLEY BANK
3003 TASMAN DRIVE
SANTA CLARA, CA 95054

14. **Commercial Tort Claims.** The following is a complete list of all commercial tort claims held by Company:

N/A