

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7118595

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	META COMPANY	01/31/2017
RECEIVING PARTY DATA		
Name:	VENTURE LENDING & LEASING VII, INC.	
Street Address:	104 LA MESA DR. SUITE 102	
City:	PORTOLA VALLEY	
State/Country:	CALIFORNIA	
Postal Code:	94028	
Name:	VENTURE LENDING & LEASING VIII, INC.	
Street Address:	104 LA MESA DR., SUITE 102	
City:	PORTOLA VALLEY	
State/Country:	CALIFORNIA	
Postal Code:	94028	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	17385571	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7036276442	
Email:	andy@biplaw.com	
Correspondent Name:	ANDREW BODENDORF	
Address Line 1:	6909 CLEMSON DR	
Address Line 4:	ALEXANDRIA, VIRGINIA 22307	
ATTORNEY DOCKET NUMBER:	040-002005	
NAME OF SUBMITTER:	ANDREW BODENDORF	
SIGNATURE:	/Andrew Bodendorf/	
DATE SIGNED:	01/12/2022	
Total Attachments: 10		

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of January 31, 2017, between META COMPANY, a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VII, INC. ("VLL7") and VENTURE LENDING & LEASING VIII, INC. ("VLL8"), both Maryland corporations (sometimes referred to herein individually and together as "Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues,

extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks to the extent permitted by such license or rights, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any

applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, , and (ii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business; and

(f) Grantor shall not enter into any agreement (other than Permitted Liens) that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement and Permitted Liens.

3. Further Assurances; Attorney in Fact.

(a) Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) subject to the Forbearance Period, after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL7, on the one hand, and Grantor and VLL8, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL7 and VLL8. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL7 and VLL8, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL7 and VLL8, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL7 and/or VLL8 independently of one another. The security interests granted by Grantor to each of VLL7 and VLL8 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

META COMPANY

By: 

Name: JOHN SINES

Title: CEO

Address for Notices:

2855 Campus Drive, Suite 300
San Mateo, CA 94403
Attn: John Sines
Fax #:
Phone #: 650.274.2303

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

SECURED PARTY:

VENTURE LENDING & LEASING VIII, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

META COMPANY


By: _____
Name: _____
Title: _____

Address for Notices:

2855 Campus Drive, Suite 300
San Mateo, CA 94403
Attn: _____
Fax #: _____
Phone #: _____

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.


By:  _____
Name: Maurice Werdegarr
Title: President and CEO

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

SECURED PARTY:

VENTURE LENDING & LEASING VIII, INC.

By:  _____
Name: Maurice Werdegarr
Title: President and CEO

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

EXHIBIT A

Copyrights

Description	Registration No.	Registration Date
Meta 2 SDK (through v. Beta 2.0.19)	N/A	N/A
Meta 1 SDK (through v. 1.3.4)	N/A	N/A

EXHIBIT B

Patents

Description	Application No.	Application Date
U.S. Provisional Application	61/916,773	December 16, 2013
U.S. Non-Provisional Application	14/147,199	January 3, 2014
PCT Application	PCT/IB2014/058042	January 3, 2014
U.S. Provisional Application	62/081,561	November 18, 2014
U.S. Provisional Application	62/096,521	December 23, 2014
Canadian Patent Application	2,896,985	July 2, 2015
Australian Patent Application	2014204252	July 16, 2015
EPO Patent Application	14735321.3	July 23, 2015
Japanese Patent Application	2015-551242	July 1, 2015
Indian Patent Application	2458/KOLNP/2015	July 28, 2015
South Korean Patent Application	10-2015-7021652	August 3, 2015
Chinese Patent Application	2014-800122952	September 6, 2015
U.S. Provisional Application	62/243,641	October 19, 2015
U.S. Provisional Application	62/245,906	October 23, 2015
U.S. Non-Provisional Application	14/945,372	November 18, 2015
PCT Application	PCT/US15/61437	November 18, 2015
U.S. Design Application	29/546,094	November 18, 2015
U.S. Non-Provisional Application	14/757,464	December 23, 2015
PCT Application	PCT/US15/00277	December 23, 2015
U.S. Provisional Application	62/387,217	December 24, 2015
U.S. Provisional Application	62/274,769	January 4, 2016
U.S. Provisional Application	62/275,776	January 6, 2016
U.S. Design Application	29/554,762	February 15, 2016
U.S. Design Application	29/554,765	February 15, 2016
U.S. Provisional Application	62/295,433	February 15, 2016
U.S. Provisional Application	62/295,471	February 15, 2016
U.S. Provisional Application	62/295,489	February 15, 2016
U.S. Provisional Application	62/296,480	February 17, 2016
U.S. Provisional Application	62/265,570	February 17, 2016
U.S. Provisional Application	62/302,627	March 2, 2016
U.S. Provisional Application	62/302,794	March 2, 2016
U.S. Provisional Application	62/302,798	March 2, 2016
U.S. Provisional Application	62/302,800	March 2, 2016
U.S. Provisional Application	62/302,802	March 2, 2016
U.S. Provisional Application	62/302,805	March 2, 2016
U.S. Non-Provisional Application	15/154,910	May 13, 2016
U.S. Non-Provisional Application	15/154,913	May 13, 2016
U.S. Non-Provisional Application	15/158,550	May 18, 2016
U.S. Non-Provisional Application	15/158,555	May 18, 2016
U.S. Non-Provisional Application	15/158,557	May 18, 2016
Chinese Design Application	2016301876022	May 19, 2016
U.S. Non-Provisional Application	15/197,721	June 29, 2016
U.S. Non-Provisional Application	15/197,732	June 29, 2016
U.S. Provisional Application	62/356,493	June 29, 2016
U.S. Provisional Application	62/373,299	August 10, 2016

U.S. Design Continuation Application	29/574,353	August 15, 2016
U.S. Non-Provisional Application	15/263,313	September 12, 2016
U.S. Non-Provisional Application	15/263,318	September 12, 2016
Chinese Design Patent	CN 303862848 S	September 21, 2016
U.S. Provisional Application	62/400,577	September 27, 2016
U.S. Provisional Application	62/409,505	October 18, 2016
U.S. Non-Provisional Application	15/298,181	October 19, 2016
U.S. Non-Provisional Application	15/332,951	October 24, 2016
U.S. Non-Provisional Application	15/390,422	December 23, 2016
PCT Application	PCT/US2016/068595	December 23, 2016
U.S. Non-Provisional Application	15/392,683	December 28, 2016
U.S. Non-Provisional Application	15/398,697	January 4, 2017
PCT Application	PCT/US17/12231	January 4, 2017
U.S. Non-Provisional Application	15/400,956	January 6, 2017
PCT Application	PCT/US2017/012643	January 6, 2017
U.S. Design Patent	US D776,110 S	January 10, 2017
U.S. Design Patent	US D776,111 S	January 10, 2017
U.S. Non-Provisional Application	15/403,126	January 10, 2017
U.S. Non-Provisional Application	15/418,438	January 27, 2017

EXHIBIT C

Trademarks

Description	Application No.	Application Date	Status
Meta	US 86626967	May 12, 2015	Reg. No. 4870701
	WIPO 1281398	November 11, 2015	Reg. No. 1281398
	Australia 1281398	November 11, 2015	Pending
	China 1281398	November 11, 2015	Pending
	EUTM 1281398	November 11, 2015	Pending
	Israel 1281398	November 11, 2015	Pending
	Japan 1281398	November 11, 2015	Reg. No. 1281398
	ROK 1281398	November 11, 2015	Pending
Meta 1	US 86626971	May 12, 2015	Reg. No. 4870702
Meta Preview	US 86627527	May 12, 2015	Pending
Meta Viewer	US 86626961	May 12, 2015	Pending
M (Stylized)	US 86631454	May 15, 2015	Reg. No. 4870766
Meta Loader	US 86665665	June 17, 2015	Pending
Meta (Stylized)	US 86907005	February 12, 2016	Pending
	UK00003180093	August 12, 2016	Pending
	WIPO 1323792	August 12, 2016	Pending
	Australia 1323792	August 12, 2016	Pending
	China 1323792	August 12, 2016	Pending
	EUTM 1323792	August 12, 2016	Pending
	Israel 1323792	August 12, 2016	Pending
	Japan 1323792	August 12, 2016	Pending
	ROK 1323792	August 12, 2016	Pending
M (Stylized)	US 86907029	February 12, 2016	Pending
	UK 0000318101	August 12, 2016	Pending
	WIPO 1324396	August 11, 2016	Reg. No. 1324396
	Australia 1324396	August 11, 2016	Pending
	China 1324396	August 11, 2016	Pending
	EUTM 1324396	August 11, 2016	Pending
	Israel 1324396	August 11, 2016	Pending
	Japan 1324396	August 11, 2016	Pending
	ROK 1324396	August 11, 2016	Pending
M and Circle Design	US 869070210	February 12, 2016	Pending
Neural Path of Least Resistance	US 86906725	February 12, 2016	Pending
Hands Physics	US 86906761	February 12, 2016	Pending
Meta 2	US 86906559	February 12, 2016	Pending
Natural Machine	US 86907995	February 15, 2016	Pending
A. Metaverse	US 86921441	February 26, 2016	Pending
Metaverse OS	US 86921472	February 26, 2016	Pending
Meta Neuro Interface Design	US 8725926	December 6, 2016	Pending
Space	US 87268325	December 14, 2016	Pending
Meta Workspace	US 87268222	December 14, 2016	Pending
Campfire	US 87301388	January 13, 2017	Pending