

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7338440

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AVATOUR TECHNOLOGIES INC.	05/16/2022
RECEIVING PARTY DATA	
Name:	NOMURA STRATEGIC VENTURES FUND 1, LP
Street Address:	309 WEST 49TH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	11228622
Application Number:	62662510
Application Number:	16393369
Application Number:	62830647
Application Number:	17577868
Application Number:	17577875
Application Number:	63013804
CORRESPONDENCE DATA	
Fax Number:	(949)567-6710
<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:	9498527792
Email:	ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP
Address Line 1:	2050 MAIN STREET, SUITE 1100
Address Line 4:	IRVINE, CALIFORNIA 92614-8255
ATTORNEY DOCKET NUMBER:	21185/44
NAME OF SUBMITTER:	JULIANA GAINES
SIGNATURE:	/Juliana Gaines/
DATE SIGNED:	05/19/2022

Total Attachments: 6

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PATENT

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**CONFIRMATORY GRANT OF SECURITY AGREEMENT
IN UNITED STATES PATENTS AND TRADEMARKS**

This **CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS**, dated as of May 16, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the entity identified as grantor on the signature page hereto (the “Grantor”) in favor of NOMURA STRATEGIC VENTURES FUND 1, LP, a Delaware limited partnership (together with its successors and assigns, the “Secured Party”).

WHEREAS, the Grantor is party to a Loan and Security Agreement dated as of the date hereof (the “Loan and Security Agreement”) between the Grantor and the Secured Party; and

WHEREAS, the Grantor owns the patents listed on Schedule A attached hereto (the “Patents”) and the trademarks listed on Schedule B attached hereto (the “Trademarks”) and, which Patents and Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan and Security Agreement and used herein have the meaning given to them in the Loan and Security Agreement.

SECTION 2.1 The Security Interest

- (a) This Agreement is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Grantor under the Loan and Security Agreement. Upon payment in full of all Obligations, the Secured Party shall promptly, upon such satisfaction, execute, acknowledge and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the patents and trademarks acquired under the Loan and Security Agreement and this Agreement.
- (b) The Grantor hereby grants to the Secured Party a security interest in and continuing lien on the Patents and all of the Grantor’s right, title and interest in, to and under all other United States and foreign patents and certificates of invention, or similar industrial property rights, in each case whether now owned or from time to time after the date hereof acquired, developed or created by the Grantor, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application listed or required to be listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “Patent Collateral”).
- (b) The Grantor hereby grants to the Secured Party a security interest in and continuing lien on the Trademarks and all of the Grantor’s right, title and interest in, to and under all other

United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and in each case whether or not registered and whether now owned or from time to time after the date hereof acquired, developed or created by the Grantor, and with respect to any and all of the foregoing: (i) all common-law rights related thereto; (ii) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule B attached hereto, (iii) all extensions or renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (v) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (vi) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral and the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

SECTION 4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

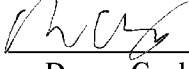
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AVATOUR TECHNOLOGIES, INC.

By: 
Name: Devon Copley
Title: CEO

3790 El Camino Real, Suite 514

Palo Alto, CA 94306

Attn: Devon Copley, CEO

email: devon@avatour.live

Accepted and Agreed:

NOMURA STRATEGIC VENTURES FUND 1, LP,
as Secured Party

By: 

Name: Ryan Turner
Title: Managing Director

Nomura Holding America Inc.
309 West 49th Street
New York, New York 10019
Attention: General Counsel

SCHEDULE A
to
CONFIRMATORY GRANT OF SECURITY AGREEMENT
IN UNITED STATES PATENTS

PATENTS AND PATENT APPLICATIONS

Intellectual Property	Application or Registration Number	Application or Registration Date
<u>US Patent Issued:</u> “Multiuser Asymmetric Immersive Teleconferencing”	11,228,622	1/18/2022
<u>US Patent Application:</u> DERIVING 3D VOLUMETRIC LEVEL OF INTEREST DATA FOR 3D SCENES FROM VIEWER CONSUMPTION DATA	62/662,510	4/25/2018
<u>US Patent Application:</u> DERIVING 3D VOLUMETRIC LEVEL OF INTEREST DATA FOR 3D SCENES FROM VIEWER CONSUMPTION DATA	16/393,369	4/24/2019
<u>US Patent Application:</u> MULTIUSER ASYMMETRIC IMMERSIVE TELECONFERENCING	62/830,647	4/8/2019
<u>US Patent Application:</u> MULTIUSER ASYMMETRIC IMMERSIVE TELECONFERENCING	17/577,868	1/18/2022
<u>US Patent Application:</u> MULTIUSER ASYMMETRIC IMMERSIVE TELECONFERENCING WITH SYNTHESIZED AUDIO- VISUAL FEED	17/577,875	1/18/2022
<u>US Patent Application:</u> IMMERSIVE TELECONFERENCING WITH ANNOTATIONS	63/013,804	4/22/2020

**CONFIRMATORY GRANT OF SECURITY AGREEMENT
IN UNITED STATES TRADEMARKS**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Intellectual Property	Application or Registration Number	Application or Registration Date
<u>US Trademark: “Avatour” (class 38)</u>	<u>6,034,822</u>	4/14/2020
<u>US Trademark: “Avatour” (class 41)</u>	<u>6,034,823</u>	4/14/2020