

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7516139

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HAPTX, INC.	08/31/2022
RECEIVING PARTY DATA	
Name:	CRESCENT COVE CAPITAL II, LP
Street Address:	1700 MONTGOMERY STREET, SUITE 240
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	9652037
Patent Number:	9904358
Patent Number:	10222859
Patent Number:	10809804
Patent Number:	10732711
Patent Number:	11061472
Application Number:	63338345
Application Number:	63334010
Application Number:	17497821
Application Number:	17345973
Application Number:	63104487
PCT Number:	US2021054314
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:	202-739-3000
Email:	patents@morganlewis.com, robert.goodell@morganlewis.com
Correspondent Name:	MORGAN LEWIS & BOCKIUS LLP
Address Line 1:	1111 PENNSYLVANIA AVE., N.W.
Address Line 4:	WASHINGTON, D.C. 20004

PATENT

ATTORNEY DOCKET NUMBER:	115972-01-0030
NAME OF SUBMITTER:	ROBERT J. GOODELL
SIGNATURE:	/Robert J. Goodell/
DATE SIGNED:	08/31/2022
Total Attachments: 5 source=CC#page1.tif source=CC#page2.tif source=CC#page3.tif source=CC#page4.tif source=CC#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 31st day of August, 2022, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and CRESCENT COVE CAPITAL II, LP, a Cayman Islands exempted limited partnership, in its capacity as collateral agent for the Noteholders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Secured Promissory Note, dated as of August 31, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Promissory Note”), by and among HAPTX, INC., a Delaware corporation (the “Borrower”), the noteholders party thereto (each of such noteholders, together with its successors and assigns, is referred to hereinafter as a “Noteholder”), and Agent, the Noteholders have agreed to make certain financial accommodations to the Borrower pursuant to the terms and conditions thereof;

WHEREAS, the Noteholders are willing to make the financial accommodations to the Borrower as provided for in the Promissory Note and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Noteholders, that certain Guaranty and Security Agreement, dated as of August 31, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Noteholders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Promissory Note, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Noteholders, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Noteholders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Noteholders, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Patent Security Agreement. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Patent Security Agreement as set forth herein will be as effective as delivery of a manually executed counterpart of this Patent Security Agreement.


7. **GOVERNING LAW, CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE.** THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HAPTX, INC.

By: 
Name: Jake Rubin
Title: Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CRESCENT COVE CAPITAL II, LP,
a Cayman Islands exempted limited partnership

By: Crescent Cove Capital II GP, LLC,
its General Partner

By: _____
Name: Jun Hong Heng
Title: Managing Member

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HAPTX, INC.

By: _____

Name: Jake Rubin

Title: Chief Executive Officer

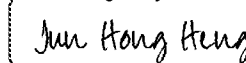
AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CRESCENT COVE CAPITAL II, LP,
a Cayman Islands exempted limited partnership

By: Crescent Cove Capital II GP, LLC,
its General Partner

DocuSigned by:



By: _____

Name: Jun Hong Heng

Title: Managing Member

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Registrations

Title	Type	Jurisdiction	Status	No.	Date
Whole Body Human Computer Interface	Patent	U.S.	Issued	9,652,037	16-May-17
Whole Body Human Computer Interface	Patent	U.S.	Issued	9,904,358	27-Feb-18
Whole Body Human Computer Interface	Patent	U.S.	Issued	10,222,859	5-May-19
Haptic Feedback Glove	Patent	U.S.	Issued	10,809,804	20-Oct-20
Whole Body Human Computer Interface	Patent	U.S.	Issued	10,732,711	4-Aug-20
Whole Body Human Computer Interface	Patent	U.S.	Issued	11,061,472	13-Jul-21
Whole Body Human Computer Interface	Patent	E.P.	Issued	3014394	22-Jun-22

Applications

Title	Type	Jurisdiction	Status	Application No.	Filing Date
HAPTIC SYSTEM	Patent	U.S.	Pending	63/338,345	04-May-22
WHOLE-BODY HAPTIC DEVICE	Patent	U.S.	Pending	63/334,010	22-Apr-22
ACTUATOR AND RETRACTION MECHANISM FOR FORCE FEEDBACK EXOSKELETON	Patent	U.S.	Published	17/497,821	08-Oct-21
ACTUATOR AND RETRACTION MECHANISM FOR FORCE FEEDBACK EXOSKELETON	Patent	W.O.	Published	PCT/US21/54314	08-Oct-21
Whole Body Human Computer Interface	Patent	E.P.	Pending	22180204.4	21-June-22
Whole Body Human Computer Interface	Patent	U.S.	Published	17/345,973	11-Jun-21
DK2 Gloves	Patent	U.S.	Expired	63/104,487	22-Oct-20

Licenses

None.