507567071 10/27/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7613960

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
IMMERSIVE GROUP GAMING LIMITED	10/25/2022

RECEIVING PARTY DATA

Name:	HCP CREDIT MANAGEMENT LLC
Street Address:	440 ROYAL PALM WAY
Internal Address:	SUITE 300
City:	PALM BEACH
State/Country:	FLORIDA
Postal Code:	33480

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	17447918
Application Number:	17447925

CORRESPONDENCE DATA

Fax Number: (212)336-8001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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

Phone: 2123368000

Email: ptodocket@arelaw.com

Correspondent Name: AMSTER, ROTHSTEIN & EBENSTEIN, LLP

Address Line 1: 90 PARK AVENUE

Address Line 4: NEW YORK, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	90853-43
NAME OF SUBMITTER:	KEITH J. BARKAUS
SIGNATURE:	/KEITH J. BARKAUS/
DATE SIGNED:	10/27/2022

Total Attachments: 6

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PATENT 507567071 REEL: 061563 FRAME: 0647

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IMMERSIVE GROUP GAMING LTD.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") is made and entered into as of October 25, 2022, by and between Immersive Group Gaming Limited, a private limited company incorporated and registered under the laws of England and Wales having an address at 63/66 Hatton Garden, Fifth Floor, Suite 23, London, England, EC1 8LE (the "Company") and HCP CREDIT MANAGEMENT LLC, a Delaware limited liability company having an address at 440 Royal Palm Way, Suite 300, Palm Beach, FL 33480 as administrative agent, collateral agent and security trustee (the "Security Trustee").

RECITALS

WHEREAS, on the date hereof, the Company, the Guarantors (as defined therein), the Lenders (as defined therein), and the Security Trustee as administrative agent, collateral agent and Security Trustee (collectively with the Lenders, the "Secured Parties") have entered into a Facilities Agreement of even date herewith pursuant to which the Lenders have made a loan to the Company in the aggregate amount of \$12,000,000 (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement");

WHEREAS, on the date hereof, the Company and the Secured Parties have entered into a Guarantee and Collateral Agreement pursuant to which the Company grants to the Security Trustee a security interest in certain collateral described therein (as it may be amended, restated or modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, it is a condition under the Facilities Agreement that the Company grant a security interest to the Security Trustee in, among other property, intellectual property of the Company.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

- Section 1. <u>Definitions.</u> Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Facilities Agreement.
- Section 2. <u>Grant of Security.</u> The Company hereby grants to the Security Trustee a security interest in and to all of the Company's right, title and interest in and to the following (the "*Collateral*"):
- (a) all trademarks, service marks, trade names, logos, internet domain names and corporate names (including any applications for registration of the foregoing), trade dress rights and general intangibles of a like nature, industrial or product designs, together with all of the goodwill associated therewith, and foreign versions of the foregoing whether protected, created or arising under the laws and regulations of the United States or any other jurisdiction, owned by

the Company, now existing or hereafter adopted or acquired, and all licenses relating to any of the foregoing to which the Company is a party;

- (b) all patents and patent applications, including continuation, divisional, continuation-in-part, reissue or reexamination patent applications and patents issuing therefrom, patent disclosures and inventions, draft patent applications and foreign versions of the foregoing whether protected, created or arising under the laws and regulations of the United States or any other jurisdiction, owned by the Company, and all licenses relating to any of the foregoing to which the Company is a party; and
- (c) all copyrights and copyrightable works and registrations, applications and renewals for registration thereof, mask works and registrations and applications for registration or renewals thereof, computer software (other than customary shrink-wrap licenses), data, databases and documentation including copies and tangible embodiments (in whatever form or medium) thereof whether protected, created or arising under the laws and regulations of the United States or any other jurisdiction, owned by the Company, and all licenses relating to any of the foregoing to which the Company is a party.

and with respect to clauses (a) - (c) above, all substitutions therefore, and all products and proceeds thereof.

- Security for Obligations. The grant of a security interest in the Collateral by the Company under this IP Security Agreement secures the payment of all of the indebtedness, obligations and liabilities of any kind and description arising in any way of the Company to the Secured Parties ("Obligations"), individual or collective, joint or several, direct or indirect, absolute or contingent, secured or unsecured, due or to become due, contractual or tortious, arising by operation of law or otherwise, now existing or hereafter arising under or in respect of the Facilities Agreement, whether incurred by the Company as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation any future advances, whether obligatory or voluntary under, or refinancings, renewals or extensions of or substitutions for, any existing or future debt, principal, interest and fees, late fees and expenses (including, attorneys' fees and costs), or that have been or may hereafter be contracted or incurred and any and all costs, expenses and liabilities which may be made or incurred by the Secured Parties in any way in connection with any of the Obligations or any collateral security therefore.
- Section 4. <u>Recordation</u>. The Company authorizes and requests that the Commissioner of Patents and Trademarks, Register of Copyrights, and any other applicable government officer record this IP Security Agreement.
- Section 5. <u>Counterparts</u>. This IP Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall be an original, but all of which together shall constitute one instrument.
- Section 6. Grants, Rights and Remedies. The Company does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Parties with respect to the Collateral are more fully set forth in the

Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 7. Governing Law. This IP Security Agreement shall be construed in accordance with the laws of the State of New York. Whenever possible, each provision of this IP Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this IP Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this IP Security Agreement.

Section 8. <u>Termination</u>. This IP Security Agreement and the security interest granted herein shall terminate immediately upon the termination of the Guarantee and Collateral Agreement. Upon any such termination the Security Trustee, or any successor agent appointed pursuant to the Facilities Agreement, shall, at the Company's expense, execute and deliver to the Company or otherwise authorize the filing of such documents as the Company shall reasonably request, including financing statement amendments to evidence such termination.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date set forth in the first paragraph hereof.

IMMERSIVE GROUP GAMING LIMITED

By: Will Dean (Oct 24, 2022 17:59 GMT+1)

Name: William Thomas Dean

Title: Director

Address: 63/66 Hatton Garden, Fifth Floor,

Suite 23, London, England, EC1 8LE

E-mail: will.dean@immersivegamebox.com

HCP CREDIT MANAGEMENT LLC

By: Harlan Capital Partners LLC

Its: Managing Member

By:____

Name: Joshua D. Harlan Title: Managing Member

Address: 440 Royal Palm Way, Suite 300, Palm

Beach, FL 33480

E-mail: josh@harlaneapital.com

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date set forth in the first paragraph hereof.

IMMERSIVE GROUP GAMING LIMITED

Bv	•
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Name: William Thomas Dean

Title: Director

Address: 63/66 Hatton Garden, Fifth Floor,

Suite 23, London, England, EC1 8LE

E-mail: will.dean@immersivegamebox.com

HCP CREDIT MANAGEMENT LLC

By: Harlan Capital Partners LLC

Its: Managing Member

--- Bocusigned by: Joshua D. Harlain

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By:______ Name: Joshua D. Harlan

Title: Managing Member

Address: 440 Royal Palm Way, Suite 300, Palm

Beach, FL 33480

E-mail: josh@harlancapital.com

Case List						
Case Ref.	Country	Official No.	Owner	Titte	Instructor	Case Status
428143AE	United Arab Emirates		Immersive Group Garning Ltd	Hub-and-spoke Architecture	Immersive Group Gaming Ltd	Agent Instructed to File
428143AU	Australia	2022231739	Immersive Group Gaming Ltd	Hub-and-spoke Architecture	Immersive Group Gaming Ltd	Application filed
428143PCT	Patent Cooperation Treaty	PCT/EP2022/056394	Immersive Group Saming Ltd	Hub-and-spoke Architecture	Immersive Group Gaming Ltd	National phase instructions rec'd
428143US		17/447918	Immersive Graup Gaming Ltd	Hub-and-spoke Architecture	Immersive Group Gaming Ltd	Application filed
428144AE	United Arab Emirates		Immersive Group Gaming Ltd	Lidar Touchscreen	Immersive Group Gaming Ltd	Agent Instructed to File
428144AU	Australia		Immersive Group Gaming Ltd	Lidar Touchscreen	Immersive Group Gaming Ltd	Application filed
428144GB	United Kingdom	GB2108685.5	Immersive Group Gaming Ltd	Lidar Touchscreen	Immersive Group Gaming Ltd	Examination report received
428144PCT	Patent Cooperation Treaty	PCT/EP2022/057284	Immersive Group Gaming Lfd	Lidar Touchscreen	Immersive Group Gaming Ltd	National phase instructions rec'd
428144US	United States of America 17/447925	17/447925	Immersive Group Gaming Ltd	Lidar Touchscreen	Immersive Group Gamina Ltd	Notice of Allowance Received

RECORDED: 10/27/2022