

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7838064

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNCHARTEDVR, INC.	06/18/2020
RECEIVING PARTY DATA	
Name:	FANX, INC.
Street Address:	22 OBSERVATION PLACE
City:	OAKLAND
State/Country:	CALIFORNIA
Postal Code:	94611
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10188962
Patent Number:	10183232
Patent Number:	10192340
CORRESPONDENCE DATA	
Fax Number:	(503)439-6558
<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:	503.439.6500
Email:	docketing@bltg-ip.com
Correspondent Name:	BERKELEY LAW & TECHNOLOGY GROUP, LLP
Address Line 1:	17933 NW EVERGREEN PLACE
Address Line 2:	SUITE 250
Address Line 4:	BEAVERTON, OREGON 97006
ATTORNEY DOCKET NUMBER:	380.P002C4,C5,C6
NAME OF SUBMITTER:	KRISTI SCHROEDER
SIGNATURE:	/Kristi Schroeder/
DATE SIGNED:	03/09/2023
Total Attachments: 6	
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[Exhibit C-2, APA]

PATENT AND PATENT APPLICATION ASSIGNMENT

This Patent And Patent Application Assignment (this "Assignment") is made as of June 18, 2020 by UnchartedVR, Inc., a Delaware corporation ("Assignor") and FanX, Inc., a California corporation ("Assignee").

RECITALS

A. Assignor and Assignee have entered into an Asset Purchase Agreement dated as of June 18, 2020, (the "Asset Purchase Agreement"). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement.

B. Assignor holds the patents and patent applications pending before the United States Patent and Trademark Office and the Korean Intellectual Property Office set forth on Exhibit A hereto (the "Patents And Patent Applications").

C. Pursuant to the Asset Purchase Agreement and subject to the Reversionary Rights (defined below) set forth in such Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to these Patents and Patent Applications, provided that Assignor and Assignee agree that (i) Assignee shall and shall direct its counsel to make all required maintenance and other payments which are necessary to prevent the Patents And Patent Applications from being abandoned as set forth in the Asset Purchase Agreement and (ii) upon Assignee's failure to timely make certain payments to Assignor pursuant to the Asset Purchase Agreement, Assignee shall assign back to Assignor the Patents And Patent Applications pursuant to the terms of the Asset Purchase Agreement (the "Reversionary Rights").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement and the covenants and agreements in this Assignment and to include Assignee to consummate the transactions contemplated by the Asset Purchase Agreement, Assignor agrees as follows:

1. Subject to the assignment rights in the Asset Purchase Agreement (including the Reversionary Rights), Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's rights, title and interest in the Patents And Patent Applications and in any patents that may issue therefrom, including any foreign counterparts, divisions, continuations, or reissues of such patents, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all claims for damages and other remedies by reason of past infringements of the Patents And Patent Applications, along with the right to sue for and collect such damages and other remedies for the use and benefit of Assignee and its successors, assigns and other legal representatives.

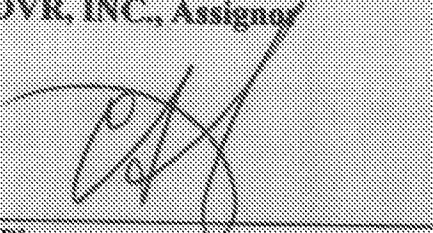
PATENT

REEL: 062938 FRAME: 0652

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and, in the case of any patent applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date first above written.

UNCHARTEDVR, INC., Assignor



By: _____
Name: Cliff Plumer
Title: Chief Executive Officer

[Acknowledgement by Notary Public]


FANX, INC., Assignee

By: _____
Name: Andrew Won
Title: Chief Executive Officer

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and, in the case of any patent applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date first above written.

UNCHARTEDVR, INC., Assignor

By: 
Name: Cliff Plumer
Title: Chief Executive Officer

[Acknowledgment by Notary Public]

FANX, INC., Assignee

By: 
Name: Andrew Wan
Title: Chief Executive Officer

Exhibit A

Patents And Patent Applications

U.S. PATENTS ASSIGNED				
Title	U.S. Patent No.	Issue Date	Serial Number	Filing Date
MODULAR SOLUTION FOR DELIVERING A VIRTUAL REALITY ATTRACTION	10105619	10/23/2018	15783664	10/13/2017
METHOD FOR GRID-BASED VIRTUAL REALITY ATTRACTION	10192339	1/29/2019	15828198	11/30/2017
GRID-BASED VIRTUAL REALITY ATTRACTION SYSTEM	10188962	1/29/2019	15828257	11/30/2017
SMART PROPS FOR GRID-BASED VIRTUAL REALITY ATTRACTION	10183232	1/22/2019	15828276	11/30/2017
MULTIPLE PARTICIPANT VIRTUAL REALITY ATTRACTION	10192340	1/29/2019	15828294	11/30/2017
GRID-BASED VIRTUAL REALITY SYSTEM FOR COMMUNICATION WITH EXTERNAL AUDIENCE	10482643	11/19/2019	15828307	11/30/2017
APPARATUS AND METHOD FOR GRID-BASED VIRTUAL REALITY ATTRACTION	10413839	9/17/2019	16116034	8/29/2018
METHOD FOR AUGMENTING A VIRTUAL REALITY EXPERIENCE	10500487	12/10/2019	15873523	1/17/2018
METHOD FOR GRID-BASED VIRTUAL REALITY ATTRACTION SYSTEM	10549184	2/04/2020	15873553	1/17/2018
MODULAR PROPS FOR A GRID-	10449443	10/22/2019	15873589	1/17/2018

BASED VIRTUAL REALITY ATTRACTION				
VIRTUAL EXPERIENCE MONITORING MECHANISM	10679412	6/09/2020	16228891	12/21/2018

U.S. PATENT APPLICATIONS ASSIGNED		
Title	Serial Number	Filing Date
VIRTUAL EXPERIENCE MONITORING MECHANISM	16893190	6/04/2020

KOREAN PATENT APPLICATIONS ASSIGNED		
Title	Serial Number	Filing Date
GRID-BASED VIRTUAL REALITY ATTRACTION SYSTEM	10-2018-0001891	1/5/2018
SMART PROPS FOR GRID- BASED VIRTUAL REALITY ATTRACTION	10-2018-0001892	1/5/2018
MULTIPLE PARTICIPANT VIRTUAL REALITY ATTRACTION	10-2018-0001893	1/5/2018
MODULAR SOLUTION FOR DELIVERING A VIRTUAL REALITY ATTRACTION	10-2018-0001890	1/5/2018

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Marin)

On 6-27-2020 before me Timothy Patrick Solomon, Notary Public
(Print name, name and title of the officer)

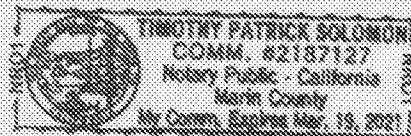
personally appeared Cliff Palmer
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Timothy Patrick Solomon
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

1 Patent and Patent
(Title or description of attached document)

Patent Assignment
(Title or description of attached document continued)

Number of Pages 4 Document Date 6/28/20

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- * State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- * Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- * The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- * Print the name(s) of document signer(s) who personally appear at the time of notarization.
- * Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- * The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- * Signature of the notary public must match the signature on file with the office of the county clerk.
 - * Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - * Indicate title or type of attached document, number of pages and date.
 - * Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- * Securely attach this document to the signed document with a staple.