

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7890082

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LOAN FORECLOSURE AND INTELLECTUAL PROPERTY ASSET TRANSFER
CONVEYING PARTY DATA	
Name	Execution Date
SONICSENSORY, INC.	09/23/2022
RECEIVING PARTY DATA	
Name:	HAPTECH HOLDINGS, INC.
Street Address:	5179 KNOLLWOOD WAY
City:	WOODLAND HILLS
State/Country:	CALIFORNIA
Postal Code:	91364
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17306451
Application Number:	16588598
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:	2036590388
Email:	ptomail@gziplaw.com
Correspondent Name:	GEZA C. ZIEGLER JR.
Address Line 1:	3135 EASTON TURNPIKE
Address Line 2:	SHU I-HUB, W-256
Address Line 4:	FAIRFIELD, CONNECTICUT 06825
ATTORNEY DOCKET NUMBER:	7206
NAME OF SUBMITTER:	GEZA C ZIEGLER JR.
SIGNATURE:	/GCZ44004/
DATE SIGNED:	04/07/2023
Total Attachments: 26	
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STATEMENT UNDER 37 CFR 3.73(c)Applicant/Patent Owner: HapTech Holdings, Inc.Application No./Patent No.: 17/306,451 Filed/Issue Date: 2021-05-03Titled: VIBRATING FOOTWEAR DEVICE AND ENTERTAINMENT SYSTEM FOR USE THEREWITH
HapTech Holdings, Inc., a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that, for the patent application/patent identified above, it is (choose **one** of options 1, 2, 3 or 4 below):

1. The assignee of the entire right, title, and interest.
2. An assignee of less than the entire right, title, and interest (check applicable box):
- The extent (by percentage) of its ownership interest is _____%. Additional Statement(s) by the owners holding the balance of the interest must be submitted to account for 100% of the ownership interest.
- There are unspecified percentages of ownership. The other parties, including inventors, who together own the entire right, title and interest are:

Additional Statement(s) by the owner(s) holding the balance of the interest must be submitted to account for the entire right, title, and interest.

3. The assignee of an undivided interest in the entirety (a complete assignment from one of the joint inventors was made). The other parties, including inventors, who together own the entire right, title, and interest are:

Additional Statement(s) by the owner(s) holding the balance of the interest must be submitted to account for the entire right, title, and interest.

4. The recipient, via a court proceeding or the like (e.g., bankruptcy, probate), of an undivided interest in the entirety (a complete transfer of ownership interest was made). The certified document(s) showing the transfer is attached.

The interest identified in option 1, 2 or 3 above (not option 4) is evidenced by either (choose **one** of options A or B below):

- A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 051582, Frame 0741, or for which a copy thereof is attached.
- B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: SEILER, Brock Maxwell To: SONICSENSORY, INC.The document was recorded in the United States Patent and Trademark Office at
Reel 051582, Frame 0741, or for which a copy thereof is attached.2. From: SONICSENSORY, INC. To: SILICON VALLEY BANKThe document was recorded in the United States Patent and Trademark Office at
Reel 054995, Frame 0553, or for which a copy thereof is attached.

[Page 1 of 2]

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PATENT
REEL: 063269 FRAME: 0858

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(c)

3. From: SILICON VALLEY BANK To: HAPTECH HOLDINGS, INC.

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

4. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

5. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

6. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet(s).

As required by 37 CFR 3.73(c)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/GCZ44004/

7 April 2023

Signature

Date

Geza C. Ziegler Jr

44004

Printed or Typed Name

Title or Registration Number

Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

PROPOSAL FOR SURRENDER OF COLLATERAL AND STRICT FORECLOSURE

This is a PROPOSAL FOR SURRENDER OF COLLATERAL AND STRICT FORECLOSURE (the “Proposal”), dated as of September 23rd, 2022, made to SonicSensory, Inc., a Delaware corporation (“SonicSensory”), by Hapttech Holdings, Inc., a Delaware limited liability company (“Hapttech” and collectively the “Parties”), as assignee under the Loan and Security Agreement referenced below.

This agreement is valid when executed simultaneously with “Hapttech_SSI License Agreement_FINAL clean”, in which Hapttech agrees to license technology to SonicSensory (the “IP License”).

RECITALS:

WHEREAS, SonicSensory and Silicon Valley Bank, a California corporation (“Bank”), executed that certain Loan and Security Agreement, dated as of October 31, 2017 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Loan Agreement”; capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement), pursuant to which, among other things, Bank agreed, subject to the terms and conditions set forth in the Loan Agreement, to make certain financial accommodations to SonicSensory.

WHEREAS, to induce Bank to enter into the Loan Agreement, and as consideration therefor, SonicSensory granted to Bank, a security interest in substantially all of its assets (the “Initial Collateral”).

WHEREAS, SonicSensory and Bank executed that certain Intellectual Property Security Agreement dated as of January 14, 2021 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “IP Agreement”), pursuant to which, among other things, SonicSensory granted Bank a security interest in all of SonicSensory’s rights, title and interest in, to and under its intellectual property set forth on Exhibit A hereto (the “Intellectual Property Collateral,”) and together with the Initial Collateral, the “Collateral”). SonicSensory and Bank executed the Fourth Amendment to the Loan Agreement, dated as of January 14, 2021, pursuant to which, among other things, SonicSensory and Bank agreed to amend the term Collateral, as defined in the Loan Agreement, to include the Intellectual Property Collateral.

WHEREAS, Bank perfected the security interest granted in the Loan Agreement by filing Uniform Commercial Code (“UCC”) financing statement in the applicable jurisdiction of SonicSensory, including (i) the filing of a UCC financing statement with the Secretary of State of the State of Delaware on July 4, 2016, assigned file number 20164010300, identifying SonicSensory as a debtor; (ii) the filing of a UCC financing statement with the Secretary of State of the State of Delaware on or about November 3, 2017, assigned file number 20177295571, identifying SonicSensory as a debtor; and (iii) the filing of a UCC financing statement amendment for a change in collateral with the Secretary of State of the State of Delaware on December 22, 2020, assigned amendment number 20209064009, identifying Sonic Sensory as the debtor and describing the collateral as “all assets of Debtor, whether now owned or hereafter acquired.”

WHEREAS, Bank provided notice to SonicSensory, by letter dated as of September 8, 2021, that SonicSensory was in default under the terms of Section 8.1 of the Loan Agreement as a result of SonicSensory's failure to comply with the principal and interest payment requirement set forth in Section 2.1.1(b)(ii) of the Loan Agreement for the principal and interest payment due on September 1, 2021 (the "Existing Default").

WHEREAS, Bank and Hapttech executed that certain Non-Recourse Loan Document Sale and Assignment Agreement (the "Assignment Agreement"), dated as of May 31, 2022, pursuant to which Hapttech purchased, accepted, and assumed from Bank the Assigned Interest (as defined in the Assignment Agreement) for the Loan Agreement, IP Agreement (collectively the "Loan Documents") in consideration of Hapttech's payment of the Purchase Price (as defined in the Assignment Agreement) to Bank.

WHEREAS, Hapttech perfected the security interest granted in the Loan Documents and assigned through the Assignment Agreement by filing UCC financing statement amendments in the applicable jurisdiction of SonicSensory, including (i) the filing of two UCC financing statement amendments for the assignment of interest with the Secretary of State of the State of Delaware on June 8, 2022, assigned amendment numbers 20224820478 and 20224820650, both identifying SonicSensory as a debtor; and (ii) the filing of a UCC financing statement amendment for a continuation with the Secretary of State of the State of Delaware on June 10, 2022, assigned amendment number 20224904389, identifying SonicSensory as a debtor.

WHEREAS, Hapttech provided notice to SonicSensory, by letter dated as of June 28, 2022, that the Existing Default was continuing and that pursuant to Section 9.1(a) of the Loan Agreement, all Obligations were immediately due and payable.

WHEREAS, Hapttech believes there is not enough value to repay the Obligations in full.

WHEREAS, Hapttech has proposed that SonicSensory transfer to Hapttech all of SonicSensory's interests the Intellectual Property Collateral and any raw materials or finished goods currently held in the storage facility located in Los Angeles (the "Other Collateral") free and clear of all liens, claims, interests, and encumbrances to the full extent provided under applicable law, in full satisfaction of the Obligations, pursuant to Articles 9-620 and 9-621 of the UCC, as adopted in the State of Delaware (the "Delaware UCC")

WHEREAS, subject to the terms hereof, Hapttech agreed to accept the Intellectual Property Collateral and the Other Collateral in full satisfaction of the Obligations owed under the terms of the Loan Agreement and notwithstanding the UCC financing statement amendment for a change in collateral with the Secretary of State of the State of Delaware on December 22, 2020, which assigned amendment number 20209064009, identifying Sonic Sensory as the debtor and describing the collateral as "all assets of Debtor, whether now owned or hereafter acquired." Hapttech also agreed that if it has not picked up the Other Collateral in storage by , September 30th , 2022), that SonicSensory may dispose of the same as it sees fit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hapttech proposes as follows:

SECTION 1. RECITALS INCORPORATED. The recitals and prefatory phrases and paragraphs set forth above are hereby incorporated in full, and made a part of, this Proposal.

SECTION 2. ACKNOWLEDGMENTS

2.1 Acknowledgment of Obligations. By consenting to this Proposal, SonicSensory confirms and agrees that as of the close of business on September 1, 2022, (a) SonicSensory is indebted to Hapttech in respect of Loan Documents in the aggregate principal amount of [REDACTED] plus accrued but unpaid interest in the aggregate amount of not less than \$0.00.

2.2 Binding Effect of Documents. By consenting to this Proposal, SonicSensory acknowledges, confirms and agrees that its agreements and obligations contained in the Loan Documents and in this Proposal constitute the legal, valid and binding Obligations, enforceable against it in accordance with its respective terms, and it has no valid defense to the enforcement of such Obligations.

2.3 Acknowledgement of Defaults. By consenting to this Proposal, SonicSensory acknowledges and agrees that the Existing Default has occurred and is continuing and constitutes an “Event of Default,” as defined under the Loan Agreement, the Obligations are immediately due and payable, and Hapttech is entitled to exercise its rights and remedies under the Assignment Agreement, Loan Documents, applicable law, and otherwise.

2.4 All Lenders are Parties to the Proposal. Hapttech represents and warrants that Hapttech owns 100% of the Loans outstanding under the Loan Documents and shall provide this Proposal in advance of any assignment to, and shall be binding on, its respective assignees.

SECTION 3. SURRENDER OF COLLATERAL AND STRICT FORECLOSURE.

3.1 Strict Foreclosure. Pursuant to Articles 9-620 and 9-621 of the Delaware UCC, and solely to the extent applicable to the transactions contemplated hereby, as adopted in other states (including California), Hapttech agrees as of the Effective Date to accept SonicSensory’s interest in the Intellectual Property Collateral and Other Collateral in full satisfaction of the Obligations (the “Strict Foreclosure”). Upon the effectiveness of the Strict Foreclosure on the Effective Date (as defined below), Hapttech shall own all of SonicSensory’s rights, titles and interests in and to the Intellectual Property Collateral and Other Collateral. SonicSensory irrevocably consents to and unconditionally accepts Hapttech’s acceptance of the Intellectual Property Collateral and the Other Collateral as set forth above in satisfaction of the Obligations in accordance with and as required by Articles 9-620(a)(1) and 9-620(c)(2) of the Delaware UCC. SonicSensory agrees the Strict Foreclosure shall constitute an “acceptance” of collateral in satisfaction of the Obligations in accordance with and to the extent required by Articles 9-620(a)(1) and 9-620(c)(2) of the Delaware UCC. SonicSensory shall execute and deliver such additional documents and take such further action as may be necessary or reasonably desirable to effectuate the Strict Foreclosure. By consenting to this Proposal, SonicSensory (a) covenants and agrees that it will not challenge, object to or otherwise contest the effectiveness of the Strict Foreclosure; and (b) waives any right to redeem the Intellectual Property Collateral and

Other Collateral under Article 9-623 of the Delaware UCC. In accordance with Articles 9-620 through 9-622 of the Delaware UCC, subject to the terms and conditions set forth in this Proposal, on the Effective Date, Haptech hereby directs SonicSensory to convey, and based on that direction, SonicSensory hereby conveys all of its right, title and interest in and to the Intellectual Property Collateral and Other Collateral to Haptech.

3.2 Acceptance of Collateral in Full Satisfaction. Haptech, hereby accepts the transfers pursuant to Article 9-620 of the Delaware UCC and other applicable laws, of all of SonicSensory's right, title and interest in and to the Intellectual Property Collateral and Other Collateral in full satisfaction of the Obligations.

3.3 Effect of Acceptance of Intellectual Property and Other Collateral. By consenting to this Proposal, SonicSensory: (a) agrees that it has received notice sufficient for compliance with Articles 9-620 and 9-621 of the Delaware UCC and, in the alternative, expressly waives (i) any requirement for receipt of such notice and any right to notification of sale, transfer, conveyance or surrender of the Intellectual Property Collateral and Other Collateral pursuant to Articles 9-620 and 9-621 of the Delaware UCC, and (ii) any remedies, rights, defenses or actions it might have as a result of failure to have received such notice; (b) waives the right, if any, to redeem the Collateral under Article 9-623 of the Delaware UCC or otherwise; (c) waives any right to object to the sale, transfer, conveyance or surrender of the Intellectual Property Collateral and Other Collateral pursuant to Article 9-620 of the Delaware UCC or otherwise; (d) waives any other right, whether legal or equitable, that it may have in and to the Intellectual Property Collateral and Other Collateral, other than that granted by the IP License contemplated herein; and (e) agrees that the transactions contemplated herein are commercially reasonable.

3.4 Transfer of Ownership in Satisfaction of Liens and Claims. Ownership of the Intellectual Property Collateral and Other Collateral shall be vested with Haptech. Upon the occurrence of the Effective Date, SonicSensory is released from any and all continuing Obligations under the Loan Agreement or any other Loan Documents. Haptech undertakes to execute, deliver and/or file any and all termination statements and other instruments as may be necessary or appropriate, in each applicable governmental agency or UCC filing office, promptly following the Effective Date so as to properly reflect the release of all liens and security interests in all Collateral.

SECTION 4. REPRESENTATIONS AND WARRANTIES

4.1 SonicSensory Representations and Warranties. By consenting to this Proposal, SonicSensory hereby represents, warrants and covenants as follows:

(a) SonicSensory (i) is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware; and (ii) has the power and authority to execute, deliver, and perform its obligations under, this Proposal.

(b) The execution, delivery and performance by SonicSensory of this Proposal have been duly authorized by all necessary action, and does not and will not (i) contravene the terms of any of its Organization Documents or (ii) conflict with or result in any material breach or

contravention of, or result in the creation of any Lien under, any order, injunction, writ or decree of any governmental authority to which it or its Property is subject.

(c) No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any governmental authority is necessary or required in connection with the execution, delivery or performance by, or enforcement against, SonicSensory or any of its subsidiaries, except those recordings that are necessary to evidence the transfer of the IP Collateral to Haptech.

(d) The acceptance of and consent to this Proposal constitutes the legal, valid and binding obligation of SonicSensory, enforceable against it in accordance with its respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

SECTION 5. CONDITIONS TO EFFECTIVENESS OF THIS PROPOSAL

5.1 Conditions to Effectiveness. This Proposal shall become effective at the time (the "Effective Date") that is the earliest date that the following conditions precedent have been met (or waived):

(a) Each of the following have occurred:

(i) the Parties sign and exchange duly executed signature pages for this Proposal; and

(ii) Haptech shall receive one or more documents, in form and substance reasonably acceptable to Haptech, providing for the transfer of Intellectual Property Collateral and Other Collateral; or

(b) Twenty-one (21) days following the date of this Proposal if no objection to the Proposal has been delivered to Haptech by SonicSensory in accordance with Article 9-620 of the Delaware UCC.

SECTION 6. MISCELLANEOUS

6.1 Reaffirmation. By consenting to this Proposal, SonicSensory confirms that until the occurrence of the Effective Date, the Obligations are and continue to be secured by the security interests granted by it under the Loan Documents.

6.2 Further Assurances. The Parties hereto shall execute and deliver such additional documents and take such further action as may be necessary or desirable to effectuate the provisions and purposes of this Proposal, including to ensure the Collateral is vested in Haptech.

6.3 Successors and Assigns. This Proposal shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and assigns.

6.4 Severability. Any provision of this Proposal held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Proposal.

6.5 Reviewed by Attorneys. Each party has been afforded an opportunity to discuss this Proposal with, and have this Proposal reviewed by, such attorneys and other persons as such party may wish and has entered into this Proposal and executed and delivered all documents in connection herewith, of its own free will and accord and without threat, duress or other coercion of any kind by any Person. The Parties hereto acknowledge and agree that neither this Proposal nor the other documents executed pursuant hereto shall be construed more favorably in favor of one than the other based upon which party drafted the same, it being acknowledged that all Parties hereto contributed substantially to the negotiation and preparation of this Proposal and the other documents executed pursuant hereto or in connection herewith.

6.6 Release by SonicSensory. By consenting to this Proposal, except for Claims (as defined below) expressly arising under or relating to the enforcement of this Proposal or the IP License, SonicSensory hereby absolutely and unconditionally releases and forever discharges Haptech from any and all any and all actions, causes of action, counterclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, rights, claims, demands, liabilities, losses, rights to reimbursement, subrogation, indemnification or other payment, costs or expenses, and reasonable attorneys' fees, whether at law or in equity, of any kind, nature or description whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, and whether representing a past or present obligation ("Claims"), whether arising in law or equity or upon contract or tort or under any provincial, state, local or federal law or otherwise, which SonicSensory has had, now have or have made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Proposal, whether such claims, demands and causes of action are matured or unmatured or known or unknown (the "Release"). For the avoidance of doubt, neither Party shall be deemed to release any Claims expressly arising under or relating to the enforcement of this Proposal or the IP License.

6.7 Release by Haptech. By consenting to this Proposal, except for Claims (as defined below) expressly arising under or relating to the enforcement of this Proposal or the IP License, Haptech hereby absolutely and unconditionally releases and forever discharges SonicSensory from any and all any and all actions, causes of action, counterclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, rights, claims, demands, liabilities, losses, rights to reimbursement, subrogation, indemnification or other payment, costs or expenses, and reasonable attorneys' fees, whether at law or in equity, of any kind, nature or description whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, and whether representing a past or present obligation ("Claims"), whether arising in law or equity or upon contract or tort or under any provincial, state, local or federal law or otherwise, which Haptech has had, now have or have made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Proposal, whether such claims, demands and causes of action are matured or unmatured or known or unknown (the "Release").

For the avoidance of doubt, neither Party shall be deemed to release any Claims expressly arising under or relating to the enforcement of this Proposal or the IP License.

6.8 Relationship. The relationship between Haptch, on the one hand, and SonicSensory, on the other hand, is that of creditor and debtor and not that of partners or joint venturers. This Proposal does not constitute a partnership agreement, or any other association between Haptch, on the one hand, and SonicSensory, on the other hand. In consenting to this Proposal, SonicSensory acknowledges that Haptch has acted at all times only as a creditor to SonicSensory within the normal and usual scope of the activities normally undertaken by a creditor and in no event has Haptch attempted to exercise any control over the SonicSensory or its business or affairs.

6.9 Final Agreement. This Proposal represents the final agreement between the Parties hereto with respect to its subject matter and may not be contradicted by evidence of prior or contemporaneous oral agreements among the Parties. There are no oral agreements between the Parties hereto with respect to the subject matter of this Proposal.

6.10 Revival of Obligations. Notwithstanding any other provision of this Proposal, and in the event SonicSensory becomes a debtor in a case under Title 11 of the United States Code (the "Bankruptcy Code"), in the event that the foreclosure on and resulting transfer of the Collateral, or any part thereof, is subsequently invalidated, declared to be a fraudulent or preferential transfer, set aside, avoided and/or required to be repaid to a trustee, receiver or any other party, whether under any bankruptcy law, state or federal law, common law or equitable cause, or otherwise, then the Obligations, together with all defenses, claims, counterclaims, rights and remedies, both legal and equitable, that SonicSensory has or may have under the Loan Agreement or Loan Documents, shall be revived and reinstated and shall continue in full force and effect until Haptch has received payment in full in respect of the Obligations.

6.11 Governing Law and Jurisdiction.

(a) Governing Law. The laws of the State of Delaware shall govern all matters arising out of, in connection with or relating to this Proposal and all transactions and agreements contemplated hereby, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

(b) Submission to Jurisdiction. Any legal action or proceeding with respect to this Proposal shall be brought exclusively in the courts of the State of Delaware, or of the United States of America sitting in the District of Delaware and SonicSensory hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts. The Parties hereto irrevocably waive any objection, including an objection to the laying of venue or based on the grounds of *forum non conveniens*, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

6.12 Waiver of Jury Trial. THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT,

OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS PROPOSAL, THE OTHER LOAN DOCUMENTS AND ANY OTHER TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

6.13 Headings. The captions and headings of this Proposal are for convenience of reference only and shall not affect the interpretation of this Proposal.

6.14 Counterparts. This Proposal and consents hereto may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Proposal by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, this Proposal is executed and delivered as of the day and year affixed next to the signature page below.

[Signature Pages Follow]

Schedule 1

ACCEPTED AND CONSENTED TO:

SONICSENSORY:

SONICSENSORY, INC.

DocuSigned by:
By Susan Paley
Name Susan Paley
Title DIR

SONICSENSORY, INC.

DocuSigned by:
By Christopher Long
Name Christopher Long
Title DIR

HAPTECH:

HAPTECH HOLDINGS, INC.,

DocuSigned by:
By Brent Williams
Name Brent williams
Title CEO

SK 28953 0007 9764097 v1

EXHIBIT A

Intellectual Property List from Loan Agreement:

Description	<u>Registration/Applicati on Number</u>	<u>Registration/Applicati on Date</u>
GRAPHICAL USER INTERFACE FOR CONTROLLING HAPTIC VIBRATIONS	20200379564 16/673529	12/3/2020 11/4/2019
HAPTIC TRANSDUCER AND FOOTPLATE COUPLED TO THE SAME	20200331027 16/918867	10/22/2020 7/1/2020
Haptic transducer device and insole for receiving the same	10,835,924	11/17/2020
MULTI-CHANNEL AUDIO VIBRATORY ENTERTAINMENT SYSTEM	20200137495 16/729819	4/30/2020 12/30/2019
Multi-channel audio vibratory entertainment system	10,524,054	12/31/2019
MULTI-CHANNEL AUDIO VIBRATORY ENTERTAINMENT SYSTEM	20180332394 16/042852	11/15/2018 7/23/2018
Multi-channel audio vibratory entertainment system	10,034,091	7/24/2018
MULTI-CHANNEL AUDIO VIBRATORY ENTERTAINMENT SYSTEM	9,402,133	2/12/2010
VIBRATING FOOTWEAR DEVICE AND ENTERTAINMENT SYSTEM FOR USE THEREWITH	20200060380 16/588598	2/27/2020 9/30/2019
Vibrating footwear device and entertainment system for use therewith	10,426,216	10/1/2019
VIBRATING FOOTWEAR DEVICE AND ENTERTAINMENT SYSTEM FOR USE THEREWITH	20180000190 15/707495	1/4/2018 9/18/2017
Vibrating footwear device and entertainment system for use therewith	9,763,490	9/19/2017
VIBRATING FOOTWEAR DEVICE AND ENTERTAINMENT SYSTEM FOR USE THEREWITH	8,644,967	6/18/2008
MULTI-DEVICE AUDIO STREAMING SYSTEM WITH SYNCHRONIZATION	20190215349 16/333438	7/11/2019 9/14/2017

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A DEVICE FOR GENERATING CHEST-CHAMBER ACOUSTIC RESONANCE AND DELIVERING THE RESULTANT AUDIO AND HAPTIC TO HEADPHONES	20190069088 16/081256	2/28/2019 3/2/2017
SYSTEMS AND METHODS FOR MULTI-SENSORY ENHANCED AUDIO-VISUAL RECORDINGS	20180373335 16/019527	12/27/2018 6/26/2018
FOOTPLATE DEVICE FOR VIBRATING FOOTWEAR	15/920291	7/2/2020
FOOTWEAR CONTROLLER FOR AN ELECTRONIC DEVICE AND METHOD OF OPERATING THE SAME	63/094,132	10/20/2020
A MODULAR SYSTEM FOR BUILDING VARIABLE INTERACTIVE PLATFORMS AND ENCLOSURES FOR DEEP MULTISENSORY IMMERSION INTO AUDIO AND AUDIO-VISUAL ENTERTAINMENT	20180126263 15/563921	5/10/2018 4/4/2016
Modular system for building variable interactive platforms and enclosures for deep multisensory immersion into audio and audio-visual entertainment	10,729,974	8/4/2020
VIRTUAL REALITY SYSTEM WITH DRONE INTEGRATION	20170193707 15/400853	7/6/2017 1/6/2017
Virtual reality system with drone integration	10,535,195	1/14/2020

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NON-RECOURSE LOAN DOCUMENT SALE AND ASSIGNMENT AGREEMENT

THIS NON-RECOURSE LOAN DOCUMENT SALE AND ASSIGNMENT AGREEMENT (this “**Agreement**”) is made on May 31, 2022, by and between **SILICON VALLEY BANK**, a California corporation (“**Assignor**”), and **HAPTECH HOLDINGS, INC.** (“**Assignee**”).

RECITALS

A. Assignor is a party to a certain Loan and Security Agreement dated as of October 31, 2017, by and between Assignor and **SONICSENSORY, INC.**, a Delaware corporation, (“**Borrower**”), (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) and certain related documents which evidence the loans and associated agreements which are listed on Exhibit “A” attached hereto and are incorporated herein by this reference (together with the Loan Agreement, collectively referred to herein as the “**Loan Documents**”). *Capitalized terms used herein and not otherwise defined herein shall have the meanings given in the Loan Agreement.*

B. Assignee and Assignor desire for Assignee to purchase, accept and assume from Assignor, and for Assignor to sell and assign to Assignee, the “Assigned Interest” (as defined herein) in consideration of Assignee’s payment of the “Purchase Price” (as defined herein).

C. Assignor desires to transfer to Assignee the Assigned Interest subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Payment of Purchase Price.**

(a) **Cash Purchase Price.** On or before the date hereof, Assignee shall pay to Assignor the sum of [REDACTED] (the “**Cash Purchase Price**”). The Cash Purchase Price shall be paid to Assignor by federal funds wire transfer or account transfer from an account at Silicon Valley Bank, using the following instructions:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA # [REDACTED]
Account Number: [REDACTED]
ATTN: Loan Processing
Ref: SonicSensory, Inc.

(b) Earn Out Purchase Price. In addition to the Cash Purchase Price, Assignee shall pay to Assignor [REDACTED] from the following (collectively, the “**Earn Out Purchase Price**”):

(i) [REDACTED] of any and all licensing income earned by Assignee from and after the date hereof (which amounts shall be supported by quarterly revenue reports to be delivered by Assignee to Assignor within thirty (30) days following the end of each fiscal quarter); and

(ii) The first sale proceeds received by Assignee from the sale or sales of intellectual property. In the event that such proceeds are not paid to Assignee in cash, Assignee shall make a payment to Assignor in cash in an amount equal to the value of the non-cash consideration that Assignee has received for the sale of intellectual property.

Assignee acknowledges and agrees that the obligation to pay the Earn Out Purchase Price as set forth above shall survive the transfer of the Assigned Interest.

2. **Assignment of Loan Documents.** Effective upon Assignor’s receipt of: (a) this Agreement duly executed by Assignee, and (b) the entire Cash Purchase Price, paid as set forth in Section 1, Assignor hereby grants, assigns, conveys, transfers and sets over to Assignee, and Assignee hereby irrevocably accepts and assumes, (x) all of Assignor’s right, title, interest and obligations in, to and under all of the Loan Documents and its rights and remedies thereunder, and (y) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right Assignor (in its capacity as “Bank” (as defined in the Loan Agreement)) against any person, whether known or unknown, arising under or in connection with the Loan Documents or the loan transactions governed thereby or in any way related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or equity related to the right, title, interest and obligations sold and assigned and assumed pursuant to clause (x) above (the right, title, interest and obligations, and the claims, suits, causes of action and other rights sold and assigned by Assignor to Assignee pursuant to clauses (x) and (y) above being referred to herein collectively as the “**Assigned Interest**”). The Assigned Interest shall not include any Bank Services Agreements or warrants for the purchase of stock. Promptly upon the satisfaction of the conditions set forth in the immediately preceding sentence, Assignor shall: (i) deliver to Assignee each of the original Loan Documents in Assignor’s possession (if any), and an amendment (which shall be in form and substance reasonably satisfactory to Assignee) to each UCC Financing Statements identified on Exhibit “B” which confirms the assignment herein, and Assignor hereby agrees that upon such delivery Assignee shall be authorized to file same; and (ii) execute any other documents Assignee reasonably requests to facilitate Assignee’s purchase, acceptance and assumption from Assignor, and Assignor’s sale and assignment to Assignee, of all of the Assigned Interest at Assignee’s sole cost and expense. The sale and assignment of the Assigned Interest pursuant to this Agreement is made **WITHOUT RECOURSE** to Assignor and **WITHOUT ANY REPRESENTATION AND WARRANTY OF ANY KIND** by Assignor except as expressly set forth in Section 5.

3. **Scope of Assigned Loan Documents.** Assignee hereby expressly acknowledges and agrees that this Agreement is effective as to the Loan Documents referenced on Exhibit “A”.

4. **Acceptance of Assignment.** Assignee hereby irrevocably accepts and assumes the Assigned Interest set forth in Section 2, subject to the limitations set forth in Section 3.

5. **Assignor's Representations.** Assignor represents, warrants, and covenants to Assignee that (a) the execution by Assignor of this Agreement and the performance by Assignor of Assignor's obligations hereunder, respectively, (i) have been duly authorized by all requisite corporate action, and (ii) will not violate any order of any court or governmental agency or any agreement by which Assignor is bound; (b) Assignor is the legal and beneficial owner of the Assigned Interest; and (c) Assignor has not previously assigned or conveyed any of its right, title, interest or obligations in the Assigned Interest.

6. **Exclusion of Assignor's Warranties and Representations.** Except as specifically provided in Section 5, this Agreement is made by Assignor without any representations or warranties whatsoever, whether expressed, implied or imposed by law. Without limiting the generality of the foregoing total exclusion of representations and warranties, this Agreement is made:

WITHOUT any representations or warranties with respect to the genuineness of any signature other than those made by or on behalf of Assignor. **WITHOUT** any representations or warranties with respect to the collectibility of any amount owed by Borrower under any of the Loan Documents.

WITHOUT any representations as to the financial condition of Borrower.

WITHOUT any of the representations or warranties described in Article 3 of the Uniform Commercial Code as enacted in the State of California or the State of Delaware.

WITHOUT any representations or warranties with respect to the legality, validity, completeness, accuracy, sufficiency or enforceability of any of the Loan Documents.

WITHOUT any representations or warranties with respect to the validity, enforceability, attachment, priority, or perfection of any security interest, attachment, relief, or encumbrance, included in the Loan Documents, or the compliance with applicable law of any proceedings commenced or followed by Assignor with respect to Assignor's loan and security arrangements with Borrower.

WITHOUT any representations or warranties with respect to the existence, value, access to or condition of any collateral granted (or purported to be granted) to Assignor under the Loan Documents, including, without limitation, as to any environmental matters (including, without limitation as to the existence of any hazardous materials).

7. **Assignee's Acknowledgment.** Assignee acknowledges the foregoing total exclusion of representations and warranties and further acknowledges and agrees that except as specifically provided in Section 5, Assignor has not made any representations or warranties whatsoever. Assignee further acknowledges and agrees that (a) neither Assignor nor Assignee

shall make any further extensions of credit to Borrower under the Loan Documents, and (b) certain of the Loan Documents may contain redactions to prevent the disclosure of personal identifying information, and Assignor shall have no obligation to provide unredacted copies of such documents.

8. **No Endorsement.** This Agreement does not constitute an endorsement by Assignor of the Loan Documents. Any attempt to affix this Agreement to the Loan Documents shall be without force or effect to alter the nature of this Agreement.

9. **Representations by Assignee.** Assignee represents, warrants and covenants the following:

- (a) Assignee has determined to enter this Agreement and to purchase the Assigned Interest following Assignee's own independent review and inspection of whatever matters Assignee deemed necessary or appropriate, including, without limitation, an independent investigation and evaluation as to the facts and circumstances relating to this Agreement, including transactions related to the Loan Documents, and not in reliance upon any information provided by Assignor.
- (b) Assignee has entered into this transaction after consultation with independent counsel of Assignee's own selection, and, with the sole exception of the representations and warranties specifically made in Section 5 herein, is not relying upon any representation or warranty of Assignor in consummating this transaction.
- (c) Assignee (i) is a sophisticated entity with respect to the purchase of the Assigned Interest, (ii) is able to bear the economic risk associated with the purchase of the Assigned Interest, and (iii) has such knowledge and experience, and has made purchases and investments of a similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of the Assigned Interest contemplated by this Agreement.
- (d) The execution by Assignee of this Agreement and the performance by Assignee of Assignee's obligations hereunder respectively, have been duly authorized to the extent necessary, and will not violate any contract or order of any court or governmental agency or any agreement by which Assignee is bound.
- (e) Assignee has purchased the Assigned Interest for Assignee's own account, and not with a view to resale.
- (f) Assignee has done a full, complete and exhaustive independent evaluation and investigation into the status of Borrower without reliance on Assignor, and into the status of any collateral which purportedly secures Borrower's obligations under the assigned documents, including, without limitation, Borrower's financial status and the condition or value of the collateral purportedly granted under any of the Loan Documents.

- (g) No interest in the Assigned Interest is being acquired by or on behalf of an entity that is, or at any time while the Assigned Interest is held thereby, a Benefit Plan. For purposes of this Agreement, a “**Benefit Plan**” is defined as (i) an “employee benefit plan” as defined by the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated under it (collectively, “**ERISA**”) that it subject to Title I of ERISA, (ii) a “plan” as defined in Section 4975 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated under it (collectively, the “**IRC**”), or (iii) any entity whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA of or Section 4975 of the IRC) the assets of any such “employee benefit plan” or “plan.”
- (h) It is the sole and exclusive responsibility of Assignee, at Assignee’s cost, to assert and defend (to the extent necessary) any and all claims arising under the Loan Documents.
- (i) Assignee is not an existing investor in Borrower.

10. **Waiver**. Assignee represents, warrants, and covenants that Assignee has no claims, rights, or recourse against Assignor arising from or in any way related to Borrower, this Agreement or the Loan Documents, except with respect to the obligations of Assignor created by, acknowledged, or arising out of this Agreement. To the extent Assignee has or may have any claims, rights, or recourse against Assignor (other than obligations created by, acknowledged, or arising out of this Agreement), Assignee fully releases Assignor from and against any and all liability, and intends this Agreement to be a full and final accord and satisfaction of any such claims, rights, or recourse, known or unknown, and acknowledges that Assignee is familiar with Section 1542 of the California Civil Code, and hereby waives and relinquishes any right or benefit Assignee has or may have under Section 1542 of the California Civil Code, or similar law, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

11. **Indemnification**.

- (a) Assignee hereby agrees to indemnify, defend, and hold Assignor and SVB Financial Group, and any of their respective affiliates, employees, officers, directors, attorneys, or agents (each, an “**Indemnified Person**”) harmless of and from any claim, lawsuit or other action, brought or threatened against any Indemnified Person by Borrower, any creditor of Borrower, any equity holder in Borrower, any guarantor or endorser of Borrower’s obligations, or any other person (as well as from attorneys’ reasonable fees and expenses in connection therewith) on account of, relating to, or arising out of this Agreement or any of the Loan Documents. Any such claim, lawsuit or other

action may be defended, compromised, settled (which settlement must be with the consent of Assignee, which consent will not be unreasonably withheld), or pursued by the Indemnified Person with counsel of Assignee's selection (such selection of counsel subject to Assignor's prior written approval, which approval shall not be unreasonably withheld), but at the sole cost and expense of Assignee; provided, however, that the Indemnified Person may also employ other or additional counsel at its sole cost and expense. Assignee, by executing this Agreement where indicated below, acknowledges and agrees that Assignee's liability and obligations under this Section 12 shall continue in full force and effect until the earlier of these two events: (i) the specific termination of such liability and obligations in writing by a duly authorized officer of Assignor or (ii) (except with respect to claims, lawsuits or other actions already asserted or filed against an Indemnified Person) the expiration of 4 years from the effective date of this Agreement, or in the event of an allegation that the "discovery rule" applies, 4 years from the date of the alleged "discovery" of the claim, lawsuit or other action.

- (b) Assignee acknowledges and agrees that Borrower's obligation to indemnify Assignor pursuant to the terms and conditions of the Loan Documents shall remain in full force and effect, and shall expressly survive, following the transfer of the Assigned Interest to Assignee.

12. **Further Assurances**. Assignor and Assignee shall execute, acknowledge, file, and record such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

13. **Attorneys' Fees**. Subject to the terms of the Indemnification provision above, should any party hereto reasonably retain counsel for the purposes of enforcing or preventing the breach of any provision hereof, including, but not limited to, the instituting of any action or proceeding to enforce any provision hereof, for damages for reason of any alleged breach of any provision hereof, for declaration of such party's rights or obligations hereunder, or for any other judicial or equitable remedy, then, if said matter is settled by judicial determination (which term includes arbitration), the prevailing party, whether at trial or on appeal, shall be entitled to reimbursement by the losing party to the prevailing party for all costs and expenses incurred thereby, including, but not limited to reasonable attorneys', accountants' and appraisers' fees.

14. **Binding on Heirs and Successors; Further Transfers**. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. Notwithstanding the foregoing, Assignee may sell, assign, grant a participation in, or otherwise transfer all or any portion of the Assigned Interest, this Agreement, its rights under this Agreement, or any interest in any of the foregoing without the consent of or notice to the Assignor; *provided, however*, (a) Assignee's obligations to Assignor under this Agreement shall remain in full force and effect until fully paid, performed, and satisfied, (b) Assignor shall continue to deal solely and directly with Assignee in connection with Assignee's obligations under this Agreement, and (c) with respect to a transfer by Assignee of its rights against Assignor under this Agreement, the transferee must represent and warrant no transferred interest

is being acquired by the transferee by or on behalf of an entity that is, or at any time while the transferred interest is held thereby will be, one or more Benefit Plans.

15. **Entire Agreement; Modification, Waiver.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof. Any oral representations, supplements or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16. **Governing Law and Jurisdiction.** The parties hereto agree that this Agreement shall be governed exclusively under and in accordance with the laws of the State of California, irrespective of conflicts of laws principles. The parties hereto each submit to the exclusive jurisdiction of the State and Federal courts in Santa Clara County, California in connection with any and all disputes and causes of action between them arising from or relating to this Agreement.

17. **Execution; Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page hereof by electronic transmission (such as PDF or other electronic means) shall be effective as delivery of a manually executed counterpart hereof.

18. **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns.

19. **Invalidity.** In the event that any condition, covenant, promise, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant, promise, condition, or other provision herein contained. If such condition, covenant, promise, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

20. **Exhibits and Schedules.** All Exhibits referred to herein are hereby attached hereto and incorporated herein by this reference with the same force and effect as if fully set forth herein.

21. **Disclosure; Confidentiality.** Each party agrees that, without the prior written consent of the other party, it shall not disclose the contents of this Agreement or the Loan Documents to any person or entity, except that a party may make any such disclosure (a) as required to implement or enforce this Agreement, (b) if required to do so by any law, court, regulation, subpoena, or other legal process, (c) if its attorneys advise it that it has a legal obligation to do so or that failure to do so may result in it incurring liability to any other person or entity, (d) to its respective affiliates and the directors, officers, employees, agents, advisors, counsel and auditors or such party and of such party's affiliates. Assignee agrees to comply with the requirements of the Loan Documents regarding confidentiality.

22. **Notices.** All notices, consents, requests, approvals, demands, or other communication by any party to this Agreement must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and five (5) days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by electronic mail; (c) one (1) day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, or email address indicated below. Assignor or Assignee may change its mailing or electronic mail address by giving the other party written notice thereof in accordance with the terms of this Section 22.

If to Assignor: Silicon Valley Bank
505 Howard Street, 3rd Floor
San Francisco, California 94105
Attn: Sheila Colson
Email: scolson@svb.com

With a copy to: Morrison & Foerster LLP
200 Clarendon Street
Boston, Massachusetts 02116
Attn: David A. Ephraim
Email: dephraim@mof.com

If to Assignee: HapTech Holdings, Inc.
114 N La Peer Dr., Unit 203
Beverly Hills CA, 90211
P: 310-560-2866
Attn: Brent L. Williams
Email: brent@90266holdings.com

23. **Agency.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any other association. Each of the parties hereto expressly disclaims any intention to create a partnership, joint venture, or principal-agent relationship.

24. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CLAIMS BASED ON CONTRACT, TORT, BREACH OF DUTY AND ANY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or

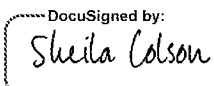
controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of the Santa Clara County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Santa Clara County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure Sections 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Santa Clara County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure Section 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

[signature page follows]

IN WITNESS WHEREOF, this Agreement is executed as of the date first set forth above.

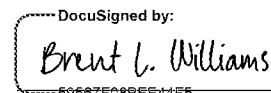
ASSIGNOR

SILICON VALLEY BANK

By: 
Name: Sheila Colson
Title: Managing Director

ASSIGNEE

HAPTECH HOLDINGS, INC.

By: 
Name: Brent L. Williams
Title: Chief Executive Officer

Signature Page to Non-Recourse Sale and Assignment Agreement

Exhibit A
Loan Documents

1. Loan and Security Agreement dated as of October 31, 2017
2. First Amendment to Loan and Security Agreement dated as of July 24, 2018
3. Second Amendment to Loan and Security Agreement dated as of March 18, 2020
4. Third Amendment to Loan and Security Agreement dated as of May 14, 2020
5. Fourth Amendment to Loan and Security Agreement dated as of January 14, 2021
6. Intellectual Property Security Agreement dated as of January 14, 2021

Exhibit B
Financing Statements

UCC-1 Financing Statement naming Borrower as Debtor filed with the Delaware Secretary of State on July 4, 2016 as filing No. 20164010300

UCC-1 Financing Statement naming Borrower as Debtor filed with the Delaware Secretary of State on November 3, 2017 as filing No. 20177295571

NY-2313303

RECORDED: 04/07/2023

PATENT
REEL: 063269 FRAME: 0883