

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8002708

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AUGMENTED REALITY CONCEPTS, INC.	05/26/2023
RECEIVING PARTY DATA	
Name:	WESTERN ALLIANCE BANK
Street Address:	55 ALMADEN BOULEVARD
Internal Address:	SUITE 100
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	9865069
Patent Number:	10332295
Patent Number:	10672106
Patent Number:	10672169
Patent Number:	10810778
Patent Number:	10853985
Application Number:	17098169
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	james.murray@wolterskluwer.com
Correspondent Name:	JAMES MURRAY
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	MATTHEW T. CALLAHAN
SIGNATURE:	/Matthew T. Callahan/
DATE SIGNED:	06/13/2023

PATENT

Total Attachments: 10

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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Augmented Reality Concepts, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 26, 2023

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

2. Name and address of receiving party(ies)

Name: Western Alliance Bank

Internal Address: _____

Street Address: 55 Almaden Boulevard, Suite 100

City: San Jose

State: CA

Country: USA Zip: 95113

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Attached

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Matthew Callahan

Internal Address: _____

Street Address: Otterbourg P.C.

City: New York

State: NY Zip: 10169

Phone Number: 212 905 3657

Docket Number: _____

Email Address: mcallahan@otterbourg.com

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature:

/s/ Matthew T. Callahan

6/12/23

Signature

Date

Matthew Callahan

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 063983 FRAME: 0268

FOURTH AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FOURTH AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 26, 2023 (the "Agreement") among WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), AUGMENTED REALITY CONCEPTS, INC. ("ARC"), and PULSAR AI, Inc. ("Pulsar" and, together with ARC, collectively, "Grantor") is made with reference to the Second Modification to Loan and Security Agreement, dated as of the date hereof (the "Second Modification") between the Lender and Grantor, which modifies that certain Third Amended and Restated Loan and Security Agreement, dated May 17, 2021 (as amended, restated, supplemented and otherwise modified from time to time, the "Loan Agreement"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit A; provided that in no event shall Trademarks include "intent to use" trademarks;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit A;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

This agreement is an amendment and restatement of that certain Third Amended and Restated Intellectual Property Security Agreement, dated as of May 17, 2021, by Grantor in favor of Lender (as amended, the “**Existing Intellectual Property Security Agreement**”). Grantor hereby acknowledges, confirms and agrees that the Existing Intellectual Property Security Agreement is in full force and effect on the date hereof and that the obligations of Lender thereunder are valid, binding and enforceable against Grantor in accordance with the terms thereof. As between Lender, on the one hand, and Grantor, on the other hand, the terms and conditions of the Existing Intellectual Property Security Agreement are, effective as of the date hereof, amended and restated in their entirety and, as so amended and restated, replaced and superseded by the terms and conditions hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

AUGMENTED REALITY CONCEPTS, INC.

DocuSigned by:
Lawrence Murff
By: _____
Name: Lawrence Murff
Title: CFO

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

DocuSigned by:
Darren Gastrock
By: _____
Name: Darren Gastrock
Title: Director

PULSAR AI, INC.

DocuSigned by:
Lawrence Murff
By: _____
Name: Lawrence Murff
Title: CFO

Address for Notices:

Attn:
344 S Warren St., Suite 200
Syracuse, NY 13202-2008

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A

Intellectual PropertyCopyrights:

<u>Copyright Title</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
Skier	Augmented Reality Concepts, Inc.	VA0001799137	12/12/2011

Patents:

<u>Patent</u>	<u>Owner</u>	<u>Patent Number</u>	<u>Date of Patent</u>
<u>Method and system for generating a 360-degree presentation of an object.</u>	<u>Grantor</u>	<u>9,865,069 B1</u>	<u>1/9/2018</u>
<u>Method and system for generating a 360-degree presentation of an object.</u>	<u>Grantor</u>	<u>10,332,295 B1</u>	<u>06/25/2019</u>
<u>Method and system for generating a 360-degree presentation of an object.</u>	<u>Grantor</u>	<u>10,672,106 B1</u>	<u>06/02/2020</u>
<u>Method and system for generating a 360-degree presentation of an object.</u>	<u>Grantor</u>	<u>10,672,169 B2</u>	<u>06/02/2020</u>
<u>Method and system for generating a 360-degree presentation of an object.</u>	<u>Grantor</u>	<u>10,810,778 B2</u>	<u>10/20/2020</u>
<u>Method and system for generating a 360-degree presentation of an object.</u>	<u>Grantor</u>	<u>10,853,985 B2</u>	<u>12/01/2020</u>
<u>Method and system for generating a 360-degree presentation of an object.</u>	<u>Grantor</u>	<u>Application No. 17/098,169</u>	<u>Filed 11/13/2020</u>

Trademarks/Service Marks:

<u>Mark</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Registration Date/Date Filed</u>
Spincar	Augmented Reality Concepts, Inc.	86-468,779	11/24/2015
IMPEL	Augmented Reality Concepts, Inc.	97-059,449	10/05/2021
EXCEPTIONALLY ENGAGING EXPERIENCES	Augmented Reality Concepts, Inc.	97-277,863	02/22/2022
VINGAGE	Augmented Reality Concepts, Inc.	97-073,889	10/14/2021
IMPEL	Augmented Reality Concepts, Inc.	97-059,452	11/01/2022
SALES AI	Augmented Reality Concepts, Inc.	97-336,205	11/08/2022
SERVICE AI	Augmented Reality Concepts, Inc.	97-336,186	03/29/2022
EXCEPTIONALLY ENGAGING EXPERIENCES	Augmented Reality Concepts, Inc.	97-277,870	11/08/2022
F&I PURSUIT	Augmented Reality Concepts, Inc.	97-336,195	03/29/2022
360 EXTERIOR	Augmented Reality Concepts, Inc.	88-788,652	12/15/2020
FEATURE TOUR	Augmented Reality Concepts, Inc.	88-342,118	06/18/2019
INTERIOR PANORAMIC	Augmented Reality Concepts, Inc.	88-799,706	12/15/2020
INTERIOR SPIN	Augmented Reality Concepts, Inc.	88-794,217	02/16/2021
360 SPIN	Augmented Reality Concepts, Inc.	90-091,612	03/30/2021
TURN CAR	Augmented Reality Concepts, Inc.	88-756,915	02/16/2021

VINTELLIGENT RETARGETING	Augmented Reality Concepts, Inc.	88-295,240	09/03/2019
ACCESSORY ADVANTAGE	Augmented Reality Concepts, Inc.	88-897,501	11/17/2020
F&I ADVANTAGE	Augmented Reality Concepts, Inc.	88-794,028	07/21/2020
EXPERIENTIAL RETARGETING	Augmented Reality Concepts, Inc.	88-593,925	03/31/2020
SPINTELLIGENT SHOPPER INSIGHT	Augmented Reality Concepts, Inc.	88-314,046	09/03/2019
360 WALKAROUND	Augmented Reality Concepts, Inc.	87-770,323	09/18/2018
GLYPHR	Augmented Reality Concepts, Inc.	85-851,986	09/24/2013
<u>360 Suite</u>	<u>Grantor</u>	<u>Unregistered</u>	
<u>SpinCar Mobile Capture</u>	<u>Grantor</u>	<u>Unregistered</u>	
<u>SpinCar Lead Intelligence Reporting</u>	<u>Grantor</u>	<u>Unregistered</u>	
<u>SpinCar.com</u>	<u>Grantor</u>	<u>Unregistered</u>	

Tradenames: None.

Licenses: None.

Trade Secrets: The Grantor's technology and software solutions are trade secrets.

Open source, copyleft or community source code:

In addition to the open source libraries that come pre-installed with the Ubuntu 18.04 LTS operating system, SpinCar uses the following:

SpinCar Capture for iOS

Alamofire
IGListKit
Kingfisher
MixPanel
OpenCV
SwiftGen

SwiftLint
SwipeCellKit

SpinCar Capture for Android

AndroidSVG
barcodescanner
BumpTech Glide
CameraSDK-Android
koin
metadata-extractor
mixpanel-android
mockito-kotlin
Timber

360 Production Suite and related products – Python packages

aws-xray-sdk
awscli
beautifulsoup4
boto
boto3
CairoSVG
certifi
Click
colorama
cryptography
cssselect
CLI
CloudWatch Agent
SSM Agent
entrypoints
eventlet
fastcache
flake8
Flask
Flask-Admin
Flask-Bootstrap
Flask-Login
Flask-Security
Flask-SQLAlchemy
Flask-WTF
future
gevent
google-api-python-client
google-auth-httplib2
google-auth-oauthlib
itsdangerous
Jinja2
keras
lxml
MarkupSafe
matplotlib

mccabe
ndg-httpsclient
numpy
oauth2client
opencv-contrib-python
opencv-python
openpyxl
osqp
passlib
pdfkit
pep8
Pillow
psycogreen
psycopg2
psycopg2-binary
pyasn1
pycairo
pycodestyle
pycryptodome
pyflakes
pygal
PyGObject
pyOpenSSL
pytest
python-dateutil
pytz
redis
requests
sauceclient
scipy
selenium
setuptools
sh
simple-salesforce
SQLAlchemy
sqlalchemy-utils
structlog
subprocess32
suds-jurko
tensorflow
tensorflow-gpu
tinycss
urllib3
uWSGI
uwsgiop
visitor
Werkzeug
WTForms
xlrd

360 Production Suite and related products – other packages

auditd
AWS
build-essential
Chromium
cmake
curl
ffmpeg
Filebeat
fontconfig
gcc
gir1.2-gtk-3.0
htop
iptables
Journalbeat
jq
libcairo2-dev
libffi-dev
libfontconfig1
libfreetype6
libgirepository1.0-dev
libjpeg-dev
libpcre3
libpcre3-dev
libpq-dev
librsvg2-dev
libsdl-image1.2-dev
libsdl1.2-dev
libssl-dev
libstdc++6
libxml2-dev
libxslt-dev
Metricbeat
Nginx
phantomjs
pkg-config
PostgreSQL
python-dev
python-minimal
python-pip
python-tk
python3-dev
python3-pip
redis-server
Squid
uWSGI
watchdog
wkhtmltopdf
xvfb
yasm