

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI550332

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AUGMENTED REALITY CONCEPTS, LLC	10/07/2024
OUTSELL CORPORATION	10/07/2024
RECEIVING PARTY DATA	
Company Name:	WESTERN ALLIANCE BANK
Street Address:	One East Washington Street
Internal Address:	Suite 1400
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85004
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	9865069
Patent Number:	10332295
Patent Number:	10672106
Patent Number:	10672169
Patent Number:	10810778
Patent Number:	10853985
Patent Number:	11321743
Application Number:	17722319
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:	7143382705
Email:	wbiro@manatt.com,bkestner@manatt.com
Correspondent Name:	Warren Biro
Address Line 1:	695 TOWN CENTER DR
Address Line 2:	1400
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	71622-032

NAME OF SUBMITTER:	JULIA SCHROEPFER
SIGNATURE:	JULIA SCHROEPFER
DATE SIGNED:	10/08/2024
Total Attachments: 5 source=05. Impel (Silversmith) - Amended and Restated Patent Security Agreement (9.2024)(Executed)#page1.tiff source=05. Impel (Silversmith) - Amended and Restated Patent Security Agreement (9.2024)(Executed)#page2.tiff source=05. Impel (Silversmith) - Amended and Restated Patent Security Agreement (9.2024)(Executed)#page3.tiff source=05. Impel (Silversmith) - Amended and Restated Patent Security Agreement (9.2024)(Executed)#page4.tiff source=05. Impel (Silversmith) - Amended and Restated Patent Security Agreement (9.2024)(Executed)#page5.tiff	

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This Amended and Restated Patent Security Agreement dated as of October 7, 2024 (this “Amended and Restated Patent Security Agreement”), is made by each Grantor that is a signatory hereto (the “Grantor”), in favor of **WESTERN ALLIANCE BANK**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the “Collateral Agent”), pursuant to that certain Credit Agreement, dated as of June 17, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among **AUGMENTED REALITY CONCEPTS, LLC**, a Delaware limited liability company (f/k/a **AUGMENTED REALITY CONCEPTS, INC.**, a Delaware corporation) (“Impel”) and **OUTSELL CORPORATION**, a Delaware corporation (“Target”), as co-borrowers (Impel and Target, collectively, the “Borrowers” and each, a “Borrower”), and each of the other Guarantors party thereto from time to time, the Lenders party thereto from time to time, Collateral Agent, and **CUSTOMERS BANK**, as Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Security Agreement dated as of October __, 2024 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Amended and Restated Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the following property, rights and other assets, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in each case excluding Excluded Property (collectively, the “Patent Collateral”):

(a) all of its patents and filed patent applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Amended and Restated Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Amended and Restated Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination Date, the Patent Collateral shall be released from the Lien and security interests created by this Amended and Restated Patent Security Agreement and the other Security Documents, and this Amended and Restated Patent Security Agreement and the other Security Documents and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor under this Amended and Restated Patent Security Agreement and the other Security Documents shall terminate, all without delivery of any instrument or performance of any act by any Person.

SECTION 5. Recordation. This Amended and Restated Patent Security Agreement is intended by the parties to be filed, and Grantor hereby authorizes Collateral Agent to file and record a copy of this Amended and Restated Patent Security Agreement, with the United States Patent and Trademark Office.

SECTION 6. Counterparts. This Amended and Restated Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Amended and Restated Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Amended and Restated Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Amended and Restated Patent Security Agreement. The provisions of Section 12.10 of the Credit Agreement are incorporated herein, *mutatis mutandis*.

SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 7.10 AND SECTION 7.11 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

SECTION 8. Effect of Amendment and Restatement. This Amended and Restated Patent Security Agreement is intended to and does completely amend and restate, without novation, that certain Patent Security Agreement, dated as of June 17, 2024, executed by Grantor and acknowledged and agreed to by Collateral Agent (the "Original Patent Security Agreement"). All security interests granted under the Original Patent Security Agreement are hereby confirmed and ratified.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor party hereto and the Collateral Agent have caused this Amended and Restated Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUGMENTED REALITY CONCEPTS, LLC,
a Delaware limited liability company

By: 

Name: Wayne Pastore

Title: Chief Financial Officer

Signature page to Amended and Restated Patent Security Agreement

PATENT
REEL: 068838 FRAME: 0804

Accepted and Agreed:

WESTERN ALLIANCE BANK,
as Collateral Agent

By: 

Name: Eric Tulipano

Title: Vice President

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

U.S. PATENTS AND PATENT APPLICATIONS:

Credit Party	Patent	Patent Number	Date of Patent
Augmented Reality Concepts, Inc.	Method and system for generating a 360-degree presentation of an object.	9,865,069	1/9/2018
Augmented Reality Concepts, Inc.	Method and system for generating a 360-degree presentation of an object.	10,332,295	06/25/2019
Augmented Reality Concepts, Inc.	Method and system for generating a 360-degree presentation of an object.	10,672,106	06/02/2020
Augmented Reality Concepts, Inc.	Method and system for generating a 360-degree presentation of an object.	10,672,169	06/02/2020
Augmented Reality Concepts, Inc.	Method and system for generating a 360-degree presentation of an object.	10,810,778	10/20/2020
Augmented Reality Concepts, Inc.	Method and system for generating a 360-degree presentation of an object.	10,853,985	12/01/2020
Augmented Reality Concepts, Inc.	Method and system for generating a 360-degree presentation of an object.	Application 17,722,319	Filed 04/16/2022
Augmented Reality Concepts, Inc.	Generating Rich Media Ad Units	11,321,743	05/03/2022