

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635030

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEDIALAB.AI INC.		03/26/2021	Corporation: DELAWARE
WSHH HOLDINGS LLC		03/26/2021	Limited Liability Company: DELAWARE
AMINO APP, LLC		03/26/2021	Limited Liability Company: DELAWARE
ML INVESTMENT I LLC		03/26/2021	Limited Liability Company: DELAWARE
ML INVESTMENT II LLC		03/26/2021	Limited Liability Company: DELAWARE
ML INVESTMENT III LLC		03/26/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CALIFORNIA BANK OF COMMERCE
Street Address:	1300 Clay Street, Fifth Floor
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94612
Entity Type:	Chartered Bank: CALIFORNIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5895850	WORLD STAR HIP HOP
Registration Number:	5870743	WORLD STAR TV
Registration Number:	5630337	WORLD STAR TV
Registration Number:	5791188	WORLD STAR HIP HOP
Registration Number:	4547760	WSHH
Registration Number:	4678724	THE FIELD
Registration Number:	4480961	WS
Registration Number:	4956221	WORLD STAR
Registration Number:	5492367	WORLD STAR
Registration Number:	4280316	WORLD STAR HIP HOP
Registration Number:	4163310	WORLD STAR CANDY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4926995	AMINO
Registration Number:	4849831	DATPIFF
Registration Number:	4844538	DATPIFF
Registration Number:	4747188	DATPIFF
Registration Number:	4134616	DATPIFF
Registration Number:	5311812	W

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-843-5801
 Email: jgu@cooley.com
 Correspondent Name: Jennifer Gu
 Address Line 1: 3175 Hanover Street
 Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	340737-107
NAME OF SUBMITTER:	Jennifer Gu
SIGNATURE:	/Jennifer Gu/
DATE SIGNED:	03/29/2021

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 26, 2021 by and between **CALIFORNIA BANK OF COMMERCE** (“**Bank**”) and **MEDIALAB.AI INC.**, a Delaware corporation (“**Parent**”), **WSHH HOLDINGS LLC**, a Delaware limited liability company (“**WSHH**”), **AMINO APP, LLC**, a Delaware limited liability company (“**AMINO**”), **ML INVESTMENT I LLC**, a Delaware limited liability company (“**ML I**”), **ML INVESTMENT II LLC**, a Delaware limited liability company (“**ML II**”), **ML INVESTMENT III LLC**, a Delaware limited liability company (“**ML III**”, and together with Parent, WSHH, AMINO, ML I and ML II, collectively, “**Grantor**”).

RECITALS

Bank and Grantor are parties to a Loan and Security Agreement of even date (as amended from time to time, the “**Loan Agreement**”). Capitalized terms have the meaning assigned in the Loan Agreement. Pursuant to the Loan Agreement, Grantor granted to Bank a security interest in the Collateral.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property, including without limitation the Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

GRANTOR:

MEDIALAB.AI INC. ON BEHALF OF

MEDIALAB.AI INC.
WSHH HOLDINGS LLC
ML INVESTMENT I LLC
ML INVESTMENT II LLC
ML INVESTMENT III LLC
AMINO APP, LLC

By: 

Name: Michael Heyward

Title: Chief Executive Officer

Address of Grantor:

1222 6th Street

Santa Monica, CA 90401

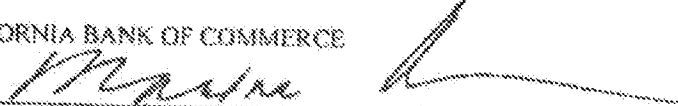
Attn: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

BANK:

CALIFORNIA BANK OF COMMERCE

By: 
Name: MIRIAM KREMER
Title: SENIOR VICE PRESIDENT

Address of Bank:
1300 Clay Street
Fifth Floor
Oakland, CA 94612

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date	Company
None			

EXHIBIT B

Patents

Description	Patent No. / Application No.	Issue Date / Application Date	Company
System and method for automatically selecting images to accompany text	10,657,170	September 14, 2017	MediaLab.AI Inc.
System and method for selecting sponsored images to accompany text	10,885,557	September 14, 2017	MediaLab.AI Inc.
System and method for automatically selecting images to accompany text	9075812	July 7, 2015	MediaLab.AI Inc.
System and method for selecting sponsored images to accompany text	9286326	March 15, 2016	MediaLab.AI Inc.
System and method for automatically selecting images to accompany text	9384288	July 5, 2016	MediaLab.AI Inc.
System and method for selecting sponsored images to accompany text	9773259	September 26, 2017	MediaLab.AI Inc.
System and method for automatically selecting images to accompany text	9779115	October 3, 2017	MediaLab.AI Inc.

EXHIBIT C**Trademarks**

Description	Registration / Serial Number	Registration / Application Date	Company
World Star Hip Hop	5895850	October 29, 2019	MediaLab.AI Inc.
World Star TV	5870743	October 1, 2019	MediaLab.AI Inc.
World Star TV	5630337	December 18, 2018	MediaLab.AI Inc.
World Star Hip Hop	5791188	July 2, 2019	MediaLab.AI Inc.
WSHH	4547760	June 10, 2014	MediaLab.AI Inc.
The Field	4678724	January 27, 2015	MediaLab.AI Inc.
WS	4480961	February 11, 2014	MediaLab.AI Inc.
World Star	4956221	May 10, 2016	MediaLab.AI Inc.
World Star	5492367	June 12, 2018	MediaLab.AI Inc.
World Star Hip Hop	4280316	January 22, 2013	MediaLab.AI Inc.
World Star Candy	4163310	June 26, 2012	MediaLab.AI Inc.
Amino	4926995	March 29, 2016	Amino App, LLC
Datpiff	4849831	November 10, 2015	MediaLab.AI Inc.
Datpiff	4844538	November 3, 2015	MediaLab.AI Inc.
Datpiff	4747188	June 2, 2015	MediaLab.AI Inc.
Datpiff	4134616	May 1, 2012	MediaLab.AI Inc.
Datpiff [Note: EU Designation]	1246723	December 14, 2014	MediaLab.AI Inc.
Datpiff [Note: Canadian Application]	1918306	September 5, 2018	MediaLab.AI Inc.
W	5311812	October 17, 2017	MediaLab.AI Inc.