

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM633581

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEDIALAB.AI INC.		06/30/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CORBEL CAPITAL PARTNERS SBIC, L.P.		
<b>Street Address:</b>	12400 WILSHIRE BLVD.		
<b>City:</b>	LOS ANGELES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4678724	THE FIELD	
<b>Registration Number:</b>	5492367	WORLD STAR	
<b>Registration Number:</b>	4956221	WORLD STAR	
<b>Registration Number:</b>	4163310	WORLD STAR CANDY	
<b>Registration Number:</b>	4280316	WORLD STAR HIP HOP	
<b>Registration Number:</b>	5791188	WORLD STAR HIP HOP	
<b>Registration Number:</b>	5895850	WORLD STAR HIP HOP	
<b>Registration Number:</b>	5870743	WORLD STAR TV	
<b>Registration Number:</b>	5630337	WORLD STAR TV	
<b>Registration Number:</b>	4480961	WS	
<b>Registration Number:</b>	4547760	WSHH	
<b>Serial Number:</b>	86086220	GHETTO NINJA	
<b>Registration Number:</b>	4000717	WORLD STAR HIP HOP	
<b>Serial Number:</b>	87137271	WORLD STAR LATIN	
<b>Serial Number:</b>	86005701	WSHH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156562498		
<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>			

CH \$390.00 4678724

**Phone:** 215-656-3381  
**Email:** pto.phil@dlapiper.com  
**Correspondent Name:** IP GROUP OF DLA PIPER LLP (US)  
**Address Line 1:** ONE LIBERTY PLACE  
**Address Line 2:** 1650 MARKET ST. SUITE 5000  
**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103

**NAME OF SUBMITTER:** WILLIAM L. BARTOW

**SIGNATURE:** /williamlbartow/

**DATE SIGNED:** 03/22/2021

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is made this 30th day of June, 2020, by and among the Grantors listed on the signature pages hereof (collectively, “*Grantors*” and each individually “*Grantor*”), and CORBEL CAPITAL PARTNERS SBIC, L.P., as administrative agent (“*Agent*”) for the benefit of the Purchasers (as defined below).

**W I T N E S S E T H:**

WHEREAS, MEDIALAB.AI INC., a Delaware corporation (“*Company*”) and a direct parent entity (“*Parent*”) one or more additional direct or indirect Subsidiaries of Parent, in each case in respect of Parent and such Subsidiaries, hereafter acquired or formed, which become party to this Agreement by executing an Addendum (Company, and such other Subsidiaries are sometimes individually referred to herein as an “*Issuer*” and collectively referred to herein as “*Issuers*”), the Purchasers of the Notes named therein (the “*Purchasers*”) and Agent entered into that certain Securities Purchase Agreement, dated as of June 30, 2020 (as may be amended or restated from time to time, the “*Securities Purchase Agreement*”);

WHEREAS, Grantors have entered into that certain Security Agreement, dated as of June 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) between the Grantors and Agent in order to induce Agent and the Purchasers to enter into the Securities Purchase Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Purchasers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Securities Purchase Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns and pledges to Agent, for the benefit of the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Trademark Collateral*”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any

Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new trademarks in accordance with the terms of the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor, *provided, however*, that Agent shall provide notice and a copy thereof to the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **GOVERNING LAW.** This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to the conflict of laws principles thereof.

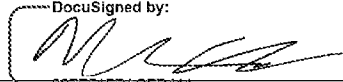
7. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**MEDIALAB.AI INC.**

DocuSigned by:



By: \_\_\_\_\_

Name: Michael Heyward


Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**CORBEL CAPITAL PARTNERS SBIC, L.P.**

By: Corbel Capital Advisors SBIC, LLC,  
its General Partner

By:   
Name: Michael Jones  
Title: Managing Member

*Signature Page to Trademark Security Agreement*

**TRADEMARK  
REEL: 007238 FRAME: 0301**

Schedule I to Trademark Security Agreement

Mark	Image	Status	Registrar	Serial No.	Reg. No.	Class 9	Class 14
THE FIELD	THE FIELD	Live	USPTO	86315891	4678724	Yes	No
WORLD STAR	WORLD STAR	Live	USPTO	85928155	5492367	No	No
WORLD STAR	WORLD STAR	Live	USPTO	85982872	4956221	No	No
WORLD STAR CANDY	World Star Candy	Live	USPTO	85297652	4163310	No	No
WORLD STAR HIP HOP	World Star Hip Hop	Live	USPTO	85297707	4280316	No	Cancelled
WORLD STAR HIP HOP	<del>WORLD STAR</del>	Live	USPTO	87226681	5791188	No	No
WORLD STAR HIP HOP	WORLD STAR HIP HOP	Live	USPTO	88387730	5895850	No	No
WORLD STAR TV	<del>WORLD STAR</del>	Live	USPTO	87349809	5870743	No	No
WORLD STAR TV	WORLD STAR TV	Live	USPTO	87329454	5630337	No	No
WORLDSTAR	<del>WORLD STAR</del>	Live	EUIPO	N/A	14656854	Yes	No
WS		Live	USPTO	86002474	4480961	Cancelled	Cancelled
WSHH	WSHH	Live	USPTO	86975046	4547760	Yes	No
GHETTO NINJA	GHETTO NINJA	Dead	USPTO	86086220	N/A	Abandoned	No
WORLD STAR HIP HOP	WORLD STAR HIP HOP	Dead	USPTO	85002840	4000717	No	No
WORLD STAR LATIN	WORLD STAR LATIN	Dead	USPTO	87137271	N/A	No	No
WSHH	WSHH	Dead	USPTO	86005701	N/A	No	Abandoned

Schedule I to Trademark Security Agreement

Class 25	Class 35	Class 38	Class 41	Filed	Registered	Lapsed	Maintenance
No	No	No	No	20-Jun-14	27-Jan-15	N/A	§ 8 due 1/27/2021
No	Yes	No	Yes	10-May-13	12-Jun-18	N/A	§ 8 due 6/12/2024
Yes	No	No	No	10-May-13	10-May-16	N/A	§ 8 due 5/10/2022
No	No	No	Yes	18-Apr-11	26-Jun-12	N/A	§§ 8/9 due 6/27/2022
Yes	Yes	No	No	18-Apr-11	22-Jan-13	N/A	§§ 8/9 due 1/23/2022
No	No	No	Yes	4-Nov-16	2-Jul-19	N/A	§ 8 due 7/2/2025
No	No	No	Yes	16-Apr-19	29-Oct-19	N/A	§ 8 due 10/29/2025
No	No	No	Yes	25-Feb-17	1-Oct-19	N/A	§ 8 due 10/1/2025
No	No	No	Yes	8-Feb-17	18-Dec-18	N/A	§ 8 due 12/18/2024
No	No	Yes	Yes	5-Sep-15	2-May-16	N/A	Expires 9/10/2025
Yes	Yes	No	Yes	3-Jul-13	11-Feb-14	N/A	§§ 8/9 due 2/12/2024
Yes	Yes	No	Yes	9-Jul-13	10-Jun-14	N/A	§ 8 filed 5/28/2020
No	No	No	Abandoned	8-Oct-13	N/A	19-Dec-16	N/A
No	No	No	Cancelled	31-Mar-10	26-Jul-11	31-Jul-19	N/A
No	No	No	Abandoned	12-Aug-16	N/A	20-Dec-18	N/A
No	No	No	No	9-Jul-13	N/A	2-Mar-15	N/A



Schedule I to Trademark Security Agreement

Owner	Notes	Last Updated
LO 337 IP Holdings, LLC	No	5/27/2020
LO 337 IP Holdings, LLC	No	5/27/2020
LO 337 IP Holdings, LLC	No	5/27/2020
LO 337 IP Holdings, LLC	No	5/27/2020
LO 337 IP Holdings, LLC	Yes	5/27/2020
LO 337 IP Holdings, LLC	Yes	5/27/2020
LO 337 IP Holdings, LLC	Yes	5/28/2020
LO 337 IP Holdings, LLC	Yes	5/27/2020
LO 337 IP Holdings, LLC	Yes	5/27/2020
LO 337 IP Holding, LLC	No	5/27/2020
LO 337 IP Holdings, LLC	Yes	5/27/2020
LO 337 IP Holdings, LLC	No	5/28/2020
LO 337 IP Holdings, LLC	No	5/27/2020
LO 337 IP Holdings, LLC	Yes	5/28/2020
LO 337 IP Holdings, LLC	Yes	5/27/2020
LO 337 IP Holdings, LLC	No	5/27/2020