

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640760

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
RECEIVING PARTY DATA			
Name:	CORBEL CAPITAL PARTNERS SBIC, L.P.		
Street Address:	11777 San Vicente Blvd.		
Internal Address:	Suite 777		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90049		
Entity Type:	Limited Partnership: DELAWARE		
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	
Registration Number:	4000717	WORLD STAR HIP HOP	
Registration Number:	4849831	DATPIFF	
Registration Number:	4844538	DATPIFF	
Registration Number:	4747188	DATPIFF	
Registration Number:	4134616	DATPIFF	
Registration Number:	5311812	W	

CH \$440.00 5895850

CORRESPONDENCE DATA**Fax Number:** 2156562498*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:** 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
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SIGNATURE:	/williamlbartow/
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DATE SIGNED:	04/20/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is made this 26th day of March, 2021, 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 (the “*Parent*”) and one or more additional direct or indirect Subsidiaries of Parent either signatory thereto, or hereafter acquired or formed which become party thereto by executing this Addendum (the Parent, and such other Subsidiaries are sometimes individually referred to herein as an “*Issuer*” and collectively referred to herein as the “*Issuers*”), the Purchasers of the Notes named therein (the “*Purchasers*”) and Agent entered into that certain Amended and Restated Note Purchase Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “*Note Purchase Agreement*”);

WHEREAS, Grantors have entered into that certain Supplemental Security Agreement, dated as of even date herewith, which supplements that certain Security Agreement, dated as of June 30, 2020 (together with the Supplemental Security Agreement, and each 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 Note 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 Note 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.

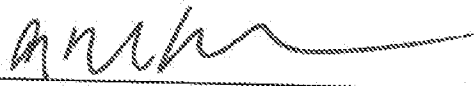
7. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the 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 hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MEDIALAB.AI INC.

By: 
Name: Michael Heyward
Title: Chief Executive Officer


Signature Page to Trademark Security Agreement

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: 007264 FRAME: 0789

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
MediaLab.AI Inc.	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.	World Star Hip Hop	4000717 (*Dead)	July 26, 2011
MediaLab.AI Inc.	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

Trademark License

None.