

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM643597

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900610909		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Amino App, LLC		03/26/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Corbel Capital Partners SBIC, L.P.		
<b>Street Address:</b>	11777 San Vicente Blvd.		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90049		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4926995	AMINO	
<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>			
<b>Phone:</b>	215-656-3381		
<b>Email:</b>	pto.phil@dlapiper.com		
<b>Correspondent Name:</b>	IP GROUP OF DLA PIPER LLP (US)		
<b>Address Line 1:</b>	ONE LIBERTY PLACE		
<b>Address Line 2:</b>	1650 MARKET ST. SUITE 5000		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	427571-000003 T. RASPA		
<b>NAME OF SUBMITTER:</b>	William L. Bartow		
<b>SIGNATURE:</b>	/williamlbartow/		
<b>DATE SIGNED:</b>	04/30/2021		
<b>Total Attachments: 6</b>			
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source=Trademark Security Agreement\_Amino [Executed]#page5.tif

## 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]

GRANTORS:

AMINO APP, LLC

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: 007269 FRAME: 0340**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Owner</b>	<b>Trademark / Trademark Application</b>	<b>Trademark No. / Application No.</b>	<b>Issue Date / Application Date</b>
<b>Amino App, LLC</b>	Amino	4926995	March 29, 2016

**Trademark License**

None.