

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIOLET GREY, INC.		06/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AGILITY CAPITAL III, LLC		
Street Address:	1117 State Street		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5966262	VIOLET TV	
Registration Number:	5241797	VIOLET GREY	
Registration Number:	4742033	VIOLET GREY	
Registration Number:	4561370	VIOLET GREY	
Registration Number:	5050001	COSMETIC WARDROBE	
Registration Number:	4601966	THE VIOLET FILES	
Registration Number:	4692779	VIOLET GREY	
Serial Number:	88496103	VIOLET TV	
Serial Number:	88150573	VIOLET CODE APPROVED	
Serial Number:	88150571	APPROVED BY THE VIOLET CODE	
Serial Number:	88150567	APPROVED BY THE VIOLET CODE	
Serial Number:	88486424	VIOLET WATER	
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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
TRADEMARK			

OP \$315.00 5966262

Address Line 4: PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER: Patty Cheng

SIGNATURE: /s/ Patty Cheng

DATE SIGNED: 06/11/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 7, 2021 by and between VIOLET GREY, INC., a Delaware corporation ("Grantor") and AGILITY CAPITAL III, LLC, a California limited liability company ("Lender").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor dated on or about the date hereof and as amended from time to time (the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

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 one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.

[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.

Address of Grantor:

VIOLET GREY, INC.

738 N. Cahuenga Blvd.
Los Angeles, California 90038
Attn: Finance

By: [Signature]

Name: Neil Koo

Title: CEO

Address of Lender:

AGILITY CAPITAL III, LLC

10 East Figueroa Street, Suite 204
Santa Barbara, CA 93101

By: [Signature]

Name: David Larry

Title: Managing Member

EXHIBIT A

Copyrights

If None, check this box:

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

If None, check this box:

Title	Serial No./ Patent Number	Application Date/ Issue Date
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EXHIBIT C

Trademarks

Description	Serial Number	Registration Number	Application / Registration Date
VIOLET TV	88506516	5966262	1/21/20
VIOLET TV	88496103		7/1/19
VIOLET CODE APPROVED	88150573		10/10/18
APPROVED BY THE VIOLET CODE	88150571		10/10/18
APPROVED BY THE VIOLET CODE	88150567		10/10/18
VIOLET WATER	88486424		*
VIOLET GREY	86255873	5241797	7/11/17
VIOLET GREY	86245243	4742033	5/26/15
VIOLETTE TOILETTE	86399307		*
VIOLETTE TOILETTE	86399298		*
VIOLETTE TOILETTE	86399293		*
VIOLETTE TOILETTE	86399287		*
VIOLETTE TOILETTE	86399284		*
VIOLETTE TOILETTE	86399268		*
KISS ME IF YOU CARE	86399118		*
THE VIOLET FILES	86255868		*
MADAME GREY	86314071		*
VIOLET GREY	85981712	4561370	7/1/14
COSMETIC WARDROBE	85808723	5050001	09/27/16
THE VIOLET FILES	85669098	4601966	9/9/14
VIOLET GREY	85638802	4692779	2/24/15
MR GREY	85951791		*

* ---- indicates dead, abandoned or cancelled trademark