

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDIALAB.AI INC.		09/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MediaLab Operations, Inc.		
Street Address:	1222 6th Street		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
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:	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:	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:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: medialab@invictusadvisors.com
Correspondent Name: Joshua Armstrong
Address Line 1: 950 County Square Dr. #104
Address Line 2: MediaLab - TM
Address Line 4: Ventura, CALIFORNIA 93003

NAME OF SUBMITTER:	Tracy Roman
SIGNATURE:	/tracy roman/
DATE SIGNED:	09/24/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is dated as of September 12, 2021 (the "Effective Date") by and between MediaLab.Ai Inc., a Delaware corporation ("Assignor"), and MediaLab Operations, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated September 9, 2021 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Assigned Intellectual Property (as defined below).

NOW THEREFORE, in consideration of the mutual promises and consideration contained in the Agreement and this Assignment, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to any and all of its intellectual property, including without limitation, (i) the patents set forth on Schedule 1 attached hereto and any and all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions thereof and rights to claim priority therefrom, (ii) the trademarks set forth on Schedule 1 attached hereto, (iii) any trademark, service mark, tradename, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth on Schedule 1, (iv) any copyrights, registered or unregistsered, together with any moral rights therein; (v) any domain names and registrations of the domain names (and all sub-domains, variations and mirror sites); (vi) any social media accounts; (vii) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth on Schedule 1), (viii) all rights of registration, renewal, enforcement and prosecution of any of the foregoing, (ix) all trade secrets, inventions, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and privacy and and and all other intellectual property and general intangibles of like nature that Assignee may have and all similar or equivalent rights or forms of protection which exist now or will exist in the future throughout the world; (x) the Lyric Licenses set forth on Schedule 1 and all rights licensed therein, and (xi) any goodwill associated with any of the foregoing (collectively, the "Assigned IP").

3. Further Assurances. Assignor shall, at the reasonable request Assignee, and at Assignee's cost and expense, reasonably cooperate with Assignee and execute and deliver, or cause to be executed and delivered, all such other instruments, and take, or cause to be taken, all such other actions, as Assignee may reasonably request at any time and from time to time after the date of this Assignment, consistent with the terms of this Assignment and the

Agreement, to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit the assignment of the Assigned IP as contemplated herein.

4. No Modification of the Agreement. This Assignment is made pursuant to, and is subject to the terms of, the Agreement. Notwithstanding anything to the contrary contained in this Assignment, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of Assignor or Assignee under the Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall control.

5. Amendment; Successors and Assigns. This Assignment may be amended, modified or supplemented only by written agreement of all parties hereto. This Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Assignment, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be an original with the same effect as if the signatures on each counterpart were upon the same instrument.

7. Headings. The headings in this Assignment are for convenience of reference only and will not control or affect the meaning or construction of any provisions of this Assignment.

8. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules.

9. Entire Agreement. This Assignment and the Agreement (including the schedules, exhibits, and annexes thereto) constitute the entire agreement between the parties with respect to the subject matter contained herein, and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter contained herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

MEDIALAB.AI INC.

DocuSigned by:

Michael Heyward

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By: Michael Heyward

Title: Chief Executive Officer

ASSIGNEE:

MEDIALAB OPERATIONS, INC.

DocuSigned by:

Michael Heyward

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Michael Heyward

Chief Executive Officer

Schedule 1**PATENTS:**

Owner	Patent / Patent Application	Patent No.	Issue Date
MEDIALAB.AI INC.	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

TRADEMARKS:

Company/Owner	Country	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date (except where noted)
MEDIALAB.AI INC.	US	World Star Hip Hop	5895850	October 29, 2019
MEDIALAB.AI INC.	US	World Star TV	5870743	October 1, 2019
MEDIALAB.AI INC.	US	World Star TV	5630337	December 18, 2018
MEDIALAB.AI INC.	US	World Star Hip Hop	5791188	July 2, 2019
MEDIALAB.AI INC.	US	WSHH	4547760	June 10, 2014
MEDIALAB.AI INC.	US	WS	4480961	February 11, 2014
MEDIALAB.AI INC.	US	World Star	4956221	May 10, 2016
MEDIALAB.AI INC.	US	World Star	5492367	June 12, 2018

Company/Owner	Country	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date (except where noted)
MEDIALAB.AI INC.	US	World Star Hip Hop	4280316	January 22, 2013
MEDIALAB.AI INC.	US	World Star Candy	4163310	June 26, 2012
MEDIALAB.AI INC.	US	Amino	4926995	March 29, 2016
MEDIALAB.AI INC.	US	Datpiff	4849831	November 10, 2015
MEDIALAB.AI INC.	US	Datpiff	4844538	November 3, 2015
MEDIALAB.AI INC.	US	Datpiff	4747188	June 2, 2015
MEDIALAB.AI INC.	US	Datpiff	4134616	May 1, 2012
MEDIALAB.AI INC. (In process of having assignment recorded)	WIPO EU	Datpiff [Note: EU Designation]	1246723	December 14, 2014
MEDIALAB.AI INC.	CAN	Datpiff [Note: Canadian Application]	1918306 - Application	September 5, 2018 – Application Date
MEDIALAB.AI INC.	US	W	5311812	October 17, 2017
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