

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEMEBOX CORPORATION		10/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MONTAGE CAPITAL II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	6365557	DOUGH THERAPY	
Registration Number:	6365556	HYDRO CRYSTAL	
Registration Number:	6365555	C-DRIP	
Registration Number:	6365554	CRYSTAL NOVA	
Registration Number:	6350032	OTZI	
Registration Number:	6310820	MBX	
Registration Number:	6181347	MBX	
Registration Number:	6018617	WINK STAMP	
Registration Number:	5834255	BERRY GROOVY	
Registration Number:	5834158	MATCHA MOOD	
Registration Number:	5834084	CAKE MY DAY	
Registration Number:	5861076	CHEEKY STAMP	
Registration Number:	5849721	HEART MELTER	
Registration Number:	6380606	KAJA	
Registration Number:	6021456	I'M MEME	
Registration Number:	5624292	KAJA	
Registration Number:	5595858	SPACE KITTEN	
Registration Number:	5485153	DISCO KITTEN	
Registration Number:	5466002	- D	

OP \$715.00 6365557

Property Type	Number	Word Mark
Registration Number:	5292965	I DEW CARE
Registration Number:	5465775	PONY EFFECT
Registration Number:	5465773	NOONI
Registration Number:	5321868	MEMEBOX
Registration Number:	5315568	M
Registration Number:	5217836	M
Registration Number:	5055706	IM I'M MEME
Registration Number:	5055705	NOONI
Serial Number:	88616121	OTZI

CORRESPONDENCE DATA

Fax Number: 6506440520

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: 6506483802

Email: PATTY@PATTYCHENG.COM

Correspondent Name: PATTY CHENG

Address Line 1: 2625 MIDDLEFIELD RD., #215

Address Line 4: PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	10/27/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 27, 2021 by and between Memebox Corporation, a Delaware corporation (“Borrower”) and Montage Capital II, L.P., a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower, 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. Borrower hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Borrower 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 the same 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]

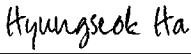
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

400 Concar Dr., #03-140
San Mateo, CA 94402
Attn: Dino Ha, CEO

BORROWER:

Memebox Corporation

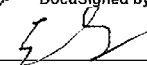
DocuSigned by:
By: 
2E90347E6E1B47D...
Name: Hyungseok Ha
Title: CEO

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

LENDER:

Montage Capital II, L.P.

DocuSigned by:
By: 
3B77314E699D184...
Name: ERIC GONZALES
Title: Managing Director

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents

If None, check this box:

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
DOUGH THERAPY	88817908	6365557	May 25, 2021
HYDRO CRYSTAL	88817903	6365556	May 25, 2021
C-DRIP	88817896	6365555	May 25, 2021
CRYSTAL NOVA	88817852	6365554	May 25, 2021
OTZI	88981009	6350032	May 11, 2021
MBX	88977447	6310820	March 30, 2021
OTZI	88616121		September 13, 2019
ACID DRIP	88817901		*
MBX	88602440	6181347	October 20, 2020
WINK STAMP	88598372	6018617	March 24, 2020
BERRY GROOVY	88286563	5834255	August 13, 2019
MATCHA MOOD	88284176	5834158	August 13, 2019
CAKE MY DAY	88281240	5834084	August 13, 2019
CHEEKY STAMP	88281206	5861076	September 17, 2019
HEART MELTER	88280960	5849721	September 3, 2019
KAJA	87725629	6380606	June 8, 2021
I'M MEME	87844774	6021456	March 31, 2020
KAJA	87978804	5624292	December 4, 2018
SPACE KITTEN	87959120	5595858	October 30, 2018
DISCO KITTEN	87644465	5485153	June 5, 2018
- D	87403183	5466002	May 8, 2018
I DEW CARE	87293476	5292965	September 19, 2017
SUGAR KITTEN	87959104		*
IM I'M MEME	87353431		*
PONY EFFECT	87353439	5465775	May 8, 2018
NOONI	87353210	5465773	May 8, 2018
BONVIVANT	87219180		*
I'M	87357496		*
BONVIVANT	87353151		*
MEMEBOX	87360688	5321868	October 31, 2017
M	87357491	5315568	October 24, 2017
M	87219181	5217836	June 6, 2017
MEMEBOX	86079631	4650238	*
PONY MEMEBOX	86685412	5055707	*
IM I'M MEME	86685396	5055706	October 4, 2016
NOONI	86685342	5055705	October 4, 2016
EYELOVE	86492791		*
PONY EFFECT	79190598	5116713	January 10, 2017
FUTURESCANNER	77329688	3715907	*
MEMEBOX	77306549		*

* — indicates *, abandoned or cancelled trademark