

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MediaLab Operations, Inc.		11/11/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MGG California LLC, as Collateral Agent		
Street Address:	One Penn Plaza, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10119		
Entity Type:	Limited Liability Company: 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:	6175269899		
<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.

Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	47057.043
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	11/16/2021

Total Attachments: 3
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ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, MediaLab Operations, Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated September 13, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of MGG California LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 11, 2021.

MEDIA LAB OPERATIONS, INC.

By: 

Name: Michael Heyward

Title: Chief Executive Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

Owned by MEDIALAB OPERATIONS, INC.

Mark	Jurisdiction	Owner Name	Registration Number
WORLD STAR HIP HOP	U.S.	MEDIALAB OPERATIONS, INC.	5895850
WORLD STAR TV	U.S.	MEDIALAB OPERATIONS, INC.	5870743
WORLD STAR TV	U.S.	MEDIALAB OPERATIONS, INC.	5630337
WORLD STAR HIP HOP	U.S.	MEDIALAB OPERATIONS, INC.	5791188
WSHH	U.S.	MEDIALAB OPERATIONS, INC.	4547760
WS	U.S.	MEDIALAB OPERATIONS, INC.	4480961
WORLD STAR	U.S.	MEDIALAB OPERATIONS, INC.	4956221
WORLD STAR	U.S.	MEDIALAB OPERATIONS, INC.	5492367
WORLD STAR HIP HOP	U.S.	MEDIALAB OPERATIONS, INC.	4280316
WORLD STAR CANDY	U.S.	MEDIALAB OPERATIONS, INC.	4163310
AMINO	U.S.	MEDIALAB OPERATIONS, INC.	4926995
DATPIFF	U.S.	MEDIALAB OPERATIONS, INC.	4849831
DATPIFF	U.S.	MEDIALAB OPERATIONS, INC.	4844538
DATPIFF	U.S.	MEDIALAB OPERATIONS, INC.	4747188
DATPIFF	U.S.	MEDIALAB OPERATIONS, INC.	4134616
W	U.S.	MEDIALAB OPERATIONS, INC.	5311812