

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GoVyr, Inc.		06/17/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OCEAN II PLO LLC		
Street Address:	400 Oyster Point Boulevard, Suite 229		
City:	South San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94080		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88095574	CARRO	
Serial Number:	88095577	CARRO	
Serial Number:	90901607	VIRTUAL INVENTORY	
Serial Number:	90901608	VIRTUAL INVENTORY	
Serial Number:	86619631	VYRL	
Serial Number:	87723257	INFLUENCER NEWS	
Serial Number:	87724420	VYRL	
Serial Number:	87724415	VYRL	
Registration Number:	6450368	SELL MORE, TOGETHER	
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:	3125805053		
Email:	jgambulos@thompsoncoburn.com		
Correspondent Name:	James Gambulos		
Address Line 1:	55 East Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	James Gambulos		

OP \$240.00 88095574

SIGNATURE:	/James Gambulos/
DATE SIGNED:	06/17/2022
Total Attachments: 9 source=09. Structural-GoVyrI--Intellectual Property Security Agreement (Executed)#page1.tif source=09. Structural-GoVyrI--Intellectual Property Security Agreement (Executed)#page2.tif source=09. Structural-GoVyrI--Intellectual Property Security Agreement (Executed)#page3.tif source=09. Structural-GoVyrI--Intellectual Property Security Agreement (Executed)#page4.tif source=09. Structural-GoVyrI--Intellectual Property Security Agreement (Executed)#page5.tif source=09. Structural-GoVyrI--Intellectual Property Security Agreement (Executed)#page6.tif source=09. Structural-GoVyrI--Intellectual Property Security Agreement (Executed)#page7.tif source=09. Structural-GoVyrI--Intellectual Property Security Agreement (Executed)#page8.tif source=09. Structural-GoVyrI--Intellectual Property Security Agreement (Executed)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is entered into as of June 17, 2022, by and between **OCEAN II PLO LLC**, a California limited liability company, with an office at 400 Oyster Point Boulevard, Suite 229, South San Francisco, CA 94080 in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, "Agent") and **GOVYRL, INC.**, a Delaware corporation, with its principal place of business located at 2372 Morse Ave., Ste 128, Irvine, CA 92614 ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Lenders and Grantor, dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to the Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to the Lenders, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (excluding any “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law), including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term “Intellectual Property Collateral” shall not include any intent-to-use Trademarks or applications therefor, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral 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 Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California, or any other jurisdiction).

[Remainder of the page intentionally left blank. Signature page to follow.]

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.

GRANTOR:

GOVYRL, INC., a Delaware corporation

By: 
Name: David Perry
Title: Chief Executive Officer

AGENT:

OCEAN II PLO LLC,
a California limited liability company

By: Structural Capital Management Company
II, LP, a Delaware limited partnership
its Manager

By: Structural Capital GP, LLC,
a Delaware limited liability company
its General Partner

By: _____
Name: Kai Tse
Title: Managing Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007756 FRAME: 0720

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.

GRANTOR:

GOVYRL, INC., a Delaware corporation

By: _____
Name: David Perry
Title: Chief Executive Officer

AGENT:

OCEAN II PLO LLC,
a California limited liability company

By: Structural Capital Management Company
II, LP, a Delaware limited partnership
its Manager

By: Structural Capital GP, LLC,
a Delaware limited liability company
its General Partner


By:  _____
Name: Kai Tse
Title: Managing Member

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

Reference #	Mark	Ctry	Application #	File Date	Registration #	Reg Date	Status
G241.T18F44US	CARRO	US	88095574	8/28/2018			ALLOWED
G241.T18F61	CARRO logo	US	88095577	8/28/2018			ALLOWED
G241.T21G88	VIRTUAL INVENTORY	US	90/901,607	8/25/2021			PENDING
G241.T21G91	VIRTUAL INVENTORY	US	90/901,608	8/25/2021			PENDING
G241.T17I24US	VYRL	US	86/619,631	5/5/2015	5138178	2/7/2017	REGISTERED
G241.T17I25US	Influencer News	US	87723257	12/15/2017	5,723,260	4/9/2019	REGISTERED
G241.T17I27US	Vyrl	US	87724420	12/18/2017	5,984,969	2/11/2020	REGISTERED
G241.T17M00	Vyrl	US	87724415	12/18/2017	6,029,683	4/7/2020	REGISTERED
G241.T19282MP	CARRO	WO	1460227	2/27/2019	1460227	2/27/2019	REGISTERED
G241.T19282MP-CN	CARRO	CN	1460227	2/27/2019	1460227	2/13/2020	REGISTERED
G241.T19282MP-EU	CARRO	EU	1460227	2/27/2019	1460227	2/27/2019	REGISTERED
G241.T19282MP-GB	CARRO	GB	1460227	2/27/2019	UK0081460227	10/23/2019	REGISTERED
G241.T19282MP-NZ	CARRO	NZ	1460227	2/27/2019	1460227	9/6/2019	REGISTERED
G241.T19283MP	CARRO logo	WO	1459612	2/27/2019	1459612	2/27/2019	REGISTERED
G241.T19283MP-CN	CARRO logo	CN	1459612	2/27/2019	1459612	1/8/2020	REGISTERED
G241.T19283MP-EU	CARRO logo	EU	1459612	2/27/2019	1459612	2/27/2019	REGISTERED
G241.T19283MP-GB	CARRO logo	GB	1459612	2/27/2019	UK0081459612	8/22/2019	REGISTERED
G241.T19283MP-NZ	CARRO logo	NZ	1459612	2/27/2019	1459612	2/27/2019	REGISTERED
G241.T20A67	Sell More, Together	US	90076525	7/27/2020	6,450,368	8/10/2021	REGISTERED

EXHIBIT D

MASK WORKS

Domain Name	Status	Expiration Date	Auto-renew	Lock	Est. Value
brandsthatfollowme.com	Active	5/22/2022	On	Locked	\$ 635.00
brandsthatfollowus.com	Active	5/22/2022	On	Locked	\$ 542.00
brandsthatfollowyou.com	Active	5/22/2022	On	Locked	\$ 410.00
carro-app.co	Active	1/28/2022	On	Locked	\$ 100.00
carro-dropship.com	Active	1/28/2022	On	Locked	\$ 502.00
carro.network	Active	3/15/2022	On	Locked	\$ -
carroapp.co	Active	8/2/2021	On	Locked	\$ 100.00
carroapp.com	Active	4/18/2022	On	Locked	\$ 1,783.00
carroapp.us	Active	4/18/2022	On	Locked	\$ 100.00
carroexpense.com	Active	9/4/2021	On	Locked	\$ 703.00
carroforbrands.co	Active	9/13/2021	On	Locked	\$ 100.00
carroforbrands.com	Active	8/2/2021	On	Locked	\$ 1,374.00
carroforinfluencers.com	Active	8/2/2021	On	Locked	\$ 352.00
carroforshopify.com	Active	8/2/2021	On	Locked	\$ 313.00
carroinvitations.com	Active	6/30/2022	On	Locked	\$ 667.00
curatedby.com	Active	12/20/2021	On	Locked	\$ 5,336.00
curatedby.fans	Active	2/9/2022	On	Locked	\$ -
curatedbyfans.com	Active	2/9/2022	On	Locked	\$ 1,083.00
curatedbyme.com	Active	7/5/2021	On	Locked	\$ 1,159.00
findmyinfluencers.co	Active	9/28/2021	On	Locked	\$ 100.00
findmyinfluencers.com	Active	1/9/2022	On	Locked	\$ 1,415.00
friendsofcarro.com	Active	9/4/2021	On	Locked	\$ 924.00
get-carro.com	Active	12/7/2021	On	Locked	\$ 604.00
getcarro.co	Active	8/28/2021	On	Locked	\$ 100.00
getcarro.com	Active	4/13/2022	On	Locked	\$ 1,884.00
govyrl.io	Active	4/22/2022	On	Locked	\$ 100.00
influencer.supply	Active	10/20/2022	On	Locked	\$ -
influenceralerts.com	Active	10/3/2021	On	Locked	\$ 1,239.00
influencerbrands.org	Active	10/27/2022	On	Locked	\$ 295.00
join-carro.com	Active	8/1/2021	On	Locked	\$ 451.00
joincarro.co	Active	8/1/2021	On	Locked	\$ 100.00
joincarro.com	Active	8/1/2021	On	Locked	\$ 1,706.00
notification.blog	Active	7/23/2021	On	Locked	\$ 339.00
shopify-influencers.com	Active	1/28/2022	On	Locked	\$ 355.00
shopjackgrazer.com	Active	4/30/2022	On	Locked	\$ 291.00
theinfluencerawards.org	Active	10/27/2022	On	Locked	\$ 183.00
theinfluencerhandbook.com	Active	10/26/2022	On	Locked	\$ 645.00
theinfluencernews.com	Active	10/17/2021	On	Locked	\$ 1,128.00
theinfluencersupply.com	Active	10/25/2021	On	Locked	\$ 811.00
trycarro.co	Active	8/26/2021	On	Locked	\$ 100.00
trycarro.com	Active	9/11/2021	On	Locked	\$ 1,690.00
viral.vip	Active	5/26/2022	On	Locked	\$ -
vyrl.co	Active	11/29/2021	On	Locked	\$ 323.00
vyrl.media	Active	11/7/2021	On	Locked	\$ 101.00
vyrl.online	Active	3/9/2022	On	Locked	\$ 101.00
vyrl.tech	Active	10/27/2021	On	Locked	\$ 101.00
vyrlapp.co	Active	8/9/2021	On	Locked	\$ 100.00
					\$ 30,445.00

TRADEMARK