

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM753709

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mad Street Den Inc.		08/29/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90098099	BLOXOS	
<b>Serial Number:</b>	90097718	BLOX	
<b>Serial Number:</b>	90640530	BLOX.AI	
<b>Serial Number:</b>	87074902	VUE.AI	
<b>Serial Number:</b>	87074887	VUE.AI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(619) 699-2708		
<b>Email:</b>	christian.cruz@us.dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	09/07/2022		
<b>Total Attachments: 8</b>			

CH \$140.00 90098099

source=SVB.Mad\_Street\_Den\_-\_Intellectual\_Property\_Security\_Agreement\_(8.2022)#page1.tif  
source=SVB.Mad\_Street\_Den\_-\_Intellectual\_Property\_Security\_Agreement\_(8.2022)#page2.tif  
source=SVB.Mad\_Street\_Den\_-\_Intellectual\_Property\_Security\_Agreement\_(8.2022)#page3.tif  
source=SVB.Mad\_Street\_Den\_-\_Intellectual\_Property\_Security\_Agreement\_(8.2022)#page4.tif  
source=SVB.Mad\_Street\_Den\_-\_Intellectual\_Property\_Security\_Agreement\_(8.2022)#page5.tif  
source=SVB.Mad\_Street\_Den\_-\_Intellectual\_Property\_Security\_Agreement\_(8.2022)#page6.tif  
source=SVB.Mad\_Street\_Den\_-\_Intellectual\_Property\_Security\_Agreement\_(8.2022)#page7.tif  
source=SVB.Mad\_Street\_Den\_-\_Intellectual\_Property\_Security\_Agreement\_(8.2022)#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of August 29, 2022 by and between **SILICON VALLEY BANK**, a California corporation (“**Bank**”) and **MAD STREET DEN INC.**, a Delaware corporation (“**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of September 8, 2020 by and among Bank and Grantor (as the same may be amended, modified or supplemented from time to time, including by that certain First Amendment to Loan and Security Agreement dated as of the date hereof, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Bank 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 or 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, 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, 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.

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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 Bank 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 or expand 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 Page Intentionally Left Blank]

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:

203 Redwood Shores Pkway., #540  
Redwood City, California 94065  
Attn: Ashwini Asokan, CEO

Address:

3003 Tasman Drive  
Santa Clara, CA 95054  
Attn: Bellet Eliasnia

GRANTOR:

**MAD STREET DEN INC.**

By:  9B160E39ACB54C7...

Name: Ashwini Asokan

Title: CEO

BANK:

**SILICON VALLEY BANK**

By:  1F7022D6829741C...

Name: Bellet Eliasnia

Title: Managing Director – Advisory Services

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

## Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MAD Mad Street Den (brain logo)	85828	
MAD - MAD STREET DEN (artificial intelligence,naturally logo)	85829	

EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Synthesizing images of clothing on models	10304227	05/28/19
Method for tracking subject head position from monocular-source image sequence	10380758	08/13/19
Method and system for efficient clustering of combined numeric and qualitative data records	10747785	08/18/20
Systems and methods for synthesizing images of apparel ensembles on models	10755479	08/25/20
Method and system for efficient clustering of combined numeric and qualitative data records	10846311	11/24/20
Ensemble generation system for retail marketing	16523260	07/26/19
Dynamically personalized product recommendation engine using stochastic and adversarial bandits	16745799	01/17/20
A system for head-pose determination and a method thereof		04/27/16
WO2020023862 Ensemble Generation System for Retail Marketing	PCT/US2019/043638 EP19840597.9- 1213/3829376 PCT/US2019043638	07/26/19
WO2020/242718 Systems and Methods for Synthesizing Images of Apparel Ensembles on Models	PCT/US2020/031014	05/1/20
(PROVISIONAL-INDIA) Computer Methods and interfaces for Efficient Categorization of Voluminous Data		09/16/21



EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BLOXOS	90098099	08/06/20
BLOX	90097718	08/06/20
BLOX.AI	90640530	04/12/21
VUE.AI	87074902	06/17/16
VUE.AI	87074887	06/17/16
Madstreetden.com	word mark	3594122
Mad Street Den	word mark	3594124
Mad Street Den	word mark	3594123
MAD Mad Street Den (brain logo)	service mark	3594125
MAD Mad Street Den (brain logo)	service mark	3594126
MAD Mad Street Den (brain logo)	service mark	3594127
MADSTREETDEN	word mark	3594128
MADSTREETDEN	word mark	3594129
MAD - MAD STREET DEN artificial intelligence,naturally	service mark	3594130
Blox (with black cube logo)	service mark	1583475
Bloxos (with black cube logo)	service mark	1583294 IRDI# 4922792
B+B43:B50lox.ai	service mark	1630864 IRDI# 5244462

EXHIBIT D

Mask Works

None.