

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hyp3r Media Inc.		04/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5001500	HYP3R	
Registration Number:	5001501	HYP3R	
Registration Number:	5001502	HYP3R	
Registration Number:	5001503	HYP3R	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
Address Line 1:	333 S. HOPE ST., 43RD FLOOR		
Address Line 2:	ATTN: J. CRAVITZ		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	05T5-317940		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		
DATE SIGNED:	12/20/2022		
Total Attachments: 11			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of April 7, 2021 by and between SILICON VALLEY BANK (“**Bank**”) and HYP3R MEDIA INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has made or has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated March 12, 2021 (as the same may be amended, modified or supplemented from time to time, 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 its 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, 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 security interest granted in this Agreement shall not extend to and the term “Intellectual Property Collateral” shall not include the following: any United States intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or resulting in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law.

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 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).

8. Electronic Execution of Documents. The words "execution," "signed," "signature" and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[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.

GRANTOR:

HYP3R MEDIA INC.

DocuSigned by:

Carlos Garcia

0A9BDAE890E9341C...

By: Carlos Garcia

Title: Director

BANK:

SILICON VALLEY BANK

DocuSigned by:

Adam Graham

68BC36C68CF94B9...

By: Adam Graham

Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents


Patent #	Status	Application	App. Date	Pub. Date	Inventor	Assignee	Title
US Provisional	Expired	62/403,618	10/3/2016		GARCIA CARLOS ([US]) RAMOS OMAR ([US]) ANTONOV ANTON ([US])		Location resolution of social media posts
US10187344	Granted	15/486,229	4/12/2017	1/22/2019	GARCIA CARLOS ([US]) RAMOS OMAR ([US]) ANTONOV ANTON ([US])	HYP3R INC.	Social media influence of geographic locations
US10356027	Granted	15/424,707	2/3/2017	7/16/2019	GARCIA CARLOS ([US]) RAMOS OMAR ([US]) ANTONOV ANTON ([US])	HYP3R INC.	Location resolution of social media posts
US20190379624	Allowed	16/252,410	1/18/2019	12/12/2019	GARCIA CARLOS ([US]) RAMOS OMAR ([US]) ANTONOV ANTON ([US])	HYP3R Inc	Social media influence of geographic locations
US20200084169	Pending	16/509,725	7/12/2019	3/12/2020	GARCIA CARLOS ([US]) RAMOS OMAR ([US]) ANTONOV ANTON ([US])	HYP3R Inc	Location resolution of social media posts
PCT Application	(Not Available)	PCT/US2018/027394	4/12/2018				

EXHIBIT C

Trademarks

Mark	Country	Application Data	Registration Data	Classes	Owner
HYP3R	USA	Serial No: 86/687,865 App Date: 07/09/2015	Reg. No: 5,001,500 Reg Date: 07/19/2016	9	HYP3R Inc.
HYP3R	USA	Serial No: 86/687,867 App Date: 07/09/2015	Reg. No: 5,001,501 Reg Date: 07/19/2016	42	HYP3R Inc.
HYP3R	Brazil	Serial No: 910501025 App Date: 01/11/2016	Reg. No: 910501025 Reg Date: 02/27/2018	9	HYP3R Inc.
HYP3R	Brazil	Serial No: 910501041 App Date: 01/11/2016	Reg. No: 910501041 Reg Date: 03/13/2018	42	HYP3R Inc.
HYP3R	Canada	Serial No: 1762838 App Date: 01/11/2016	Reg. No: TMA996900 Reg Date: 05/17/2018	9, 42	HYP3R Inc.
HYP3R	United Kingdom	Serial No: IR1291651 App Date: 01/11/2016	Reg. No: UK00801291651 Reg Date: 01/12/2017	9, 42	HYP3R Inc.

Mark	Country	Application Data	Registration Data	Classes	Owner
HYP3R	Madrid Protocol Australia China European Union India Japan Republic of Korea New Zealand Singapore Switzerland See specific country below for current status.	Serial No: IR1291651 App Date: 01/11/2016	Reg. No: IR1291651 Reg Date: 01/11/2016	9, 42	HYP3R Inc.
HYP3R	Australia	Serial No: IR1291651 App Date: 01/11/2016	Reg. No: IR1291651 Reg Date: 01/11/2016 Protected	9, 42	HYP3R Inc.
HYP3R	China	Serial No: IR1291651 App Date: 01/11/2016	Reg. No: IR1291651 Reg Date: 01/11/2016 Protected	9, 42	HYP3R Inc.
HYP3R	European Union	Serial No: IR1291651 App Date: 01/11/2016	Reg. No: IR1291651 Reg Date: 01/11/2016 Protected	9, 42	HYP3R Inc.

Mark	Country	Application Data	Registration Data	Classes	Owner
HYP3R	India	Serial No: IR1291651 App Date: 01/11/2016	Reg. No: IR1291651 Reg Date: 01/11/2016 Protected	9, 42	HYP3R Inc.
HYP3R	Japan	Serial No: IR1291651 App Date: 01/11/2016	Reg. No: IR1291651 Reg Date: 01/11/2016 Protected	9, 42	HYP3R Inc.
HYP3R	Republic of Korea	Serial No: IR1291651 App Date: 01/11/2016	Reg. No: IR1291651 Reg Date: 01/11/2016 Protected	9, 42	HYP3R Inc.
HYP3R	New Zealand	Serial No: IR1291651 App Date: 01/11/2016	Reg. No: IR1291651 Reg Date: 01/11/2016 Protected	9, 42	HYP3R Inc.
HYP3R	Singapore	Serial No: IR1291651 App Date: 01/11/2016	Reg. No: IR1291651 Reg Date: 01/11/2016 Protected	9, 42	HYP3R Inc.
HYP3R	Switzerland	Serial No: IR1291651 App Date: 01/11/2016	Reg. No: IR1291651 Reg Date: 01/11/2016 Protected	9, 42	HYP3R Inc.
	USA	Serial No: 86/687,871 App Date: 07/09/2015	Reg. No: 5,001,502 Reg Date: 07/19/2016	9	HYP3R Inc.


Mark	Country	Application Data	Registration Data	Classes	Owner
	USA	Serial No: 86/687,875 App Date: 07/09/2015	Reg. No: 5,001,503 Reg Date: 07/19/2016	42	HYP3R Inc.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date