

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835025

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIKU, INC.		08/11/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	W67 LLC
Street Address:	c/o North Audley Street, LLC
City:	44 Skymeadow Drive
State/Country:	CONNECTICUT
Postal Code:	06903
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	6964719	MIKU
Registration Number:	6356723	MIKU
Serial Number:	97478482	MIKUCARE
Registration Number:	6267080	MIKUCARE
Serial Number:	97320371	MIKU
Registration Number:	5808225	MIKU
Registration Number:	6356724	MIKU
Serial Number:	97765081	THE BRIGHTEST MIND IN MONITORING
Registration Number:	6181752	THE BRIGHTEST MIND IN MONITORING
Registration Number:	6714688	SENSORFUSION

CORRESPONDENCE DATA

Fax Number: 6173106001

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: 6173105201

Email: ffrenchk@gtlaw.com

Correspondent Name: Kyle C. French

Address Line 1: c/o Greenberg Traurig, LLP

Address Line 2: One International place, suite 2000

Address Line 4: boston, MASSACHUSETTS 02110

CH \$265.00 6964719

NAME OF SUBMITTER:	Kyle C. Ffrench
SIGNATURE:	/Kyle C. Ffrench/
DATE SIGNED:	08/28/2023
Total Attachments: 15 source=Mika_AmendedRestated_IP_SA#page1.tif source=Mika_AmendedRestated_IP_SA#page2.tif source=Mika_AmendedRestated_IP_SA#page3.tif source=Mika_AmendedRestated_IP_SA#page4.tif source=Mika_AmendedRestated_IP_SA#page5.tif source=Mika_AmendedRestated_IP_SA#page6.tif source=Mika_AmendedRestated_IP_SA#page7.tif source=Mika_AmendedRestated_IP_SA#page8.tif source=Mika_AmendedRestated_IP_SA#page9.tif source=Mika_AmendedRestated_IP_SA#page10.tif source=Mika_AmendedRestated_IP_SA#page11.tif source=Mika_AmendedRestated_IP_SA#page12.tif source=Mika_AmendedRestated_IP_SA#page13.tif source=Mika_AmendedRestated_IP_SA#page14.tif source=Mika_AmendedRestated_IP_SA#page15.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of August 11, 2023 by and between **W67 LLC**, a New York limited liability company ("Lender") and **MIKU, INC.**, a Delaware corporation ("Borrower").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Promissory Note and Security Agreement by and between Lender and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in and to all of Borrower's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever;

C. Lender is willing to make the Loans to Borrower, provided, among other things, Borrower executes and delivers this Agreement to Lender.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of Borrower's present or future Obligations, Borrower grants and pledges to Lender a security interest in all of Borrower'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 trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals, now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Borrower 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 Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(f) 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;

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

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

(i) 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. Borrower 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 Lender.

3. Authorization. Borrower hereby authorizes Lender to, upon prior notice to Borrower, (a) modify this Agreement by amending the exhibits to this Agreement to include any Intellectual Property Collateral 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 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 Lender 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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

BORROWER:

MIKU, INC.

By: *Johann Fernando*
Name: Johann Fernando
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008179 FRAME: 0879

LENDER:

W67 LLC


By: 
Name: Jonathan D. Pollock
Title: Sole Member

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

See Attached.

MIKU PATENT DOCKET

Patent Applications

Docket	Application Number	Filing Date	Title	Summary	Inventors	Status
MIK-001	17872952	25JUL2022	<i>Presence And Vitals Detection Of Living Subject Using LWIR And RADAR Systems</i>	Claims priority to Provisional 63/226703, filed on 28JULY2021	White, Abrams	Filed
MIK-001 WO	PCT/US2022/38214	25JUL2022	<i>Presence And Vitals Detection Of Living Subject Using LWIR And RADAR Systems</i>	PCT Application	White, Abrams	National foreign filing deadline 28JAN2024
MIK-002	17/887426	13AUG2022	<i>Living Subject Identification Using Image/Video Discriminator For RADAR Systems</i>	Claims priority to provisional 63/233388 filed on 16August2021	White, Abrams	Filed
MIK-002 WO	PCT/US2022/040235	12AUG2022	<i>Living Subject Identification Using Image/Video Discriminator For RADAR Systems</i>	PCT Application	White, Abrams	National foreign filing deadline 16FEB2024
MIK-003	17/902566	2SEP2022	<i>System And Method For Controlling A Bedroom Environment Control Using A Sleep Tracking System</i>	Claims priority to provisional 63/241539, filed on 8September2021	White, Abrams	Filed
MIK-003 WO	PCT/US2022/042515	2SEP2022	<i>System And Method For Controlling A Bedroom Environment Control Using A Sleep Tracking System</i>	PCT Application	White, Abrams	National foreign filing deadline 08MAR2024

Confidential Property of Miku, Inc.
March 12, 2023

MIK-004	17/989804	18NOV2022	<i>Method And System For Non-Invasive Detection Of A Living Subject's Blood Oxygen Saturation</i>	Claims priority to provisional 63/281695, filed on 21November2021	White, Abrams	Filed	
MIK-004WO	PCT/US2022/050257	17NOV2022	<i>Method And System For Non-Invasive Detection Of A Living Subject's Blood Oxygen Saturation</i>	PCT Application	White, Abrams	National foreign filing deadline 21MAY2024	

Title	Patent/App#	Country	Docket No.	Status
Baby Monitor	10,825,314	US	EGW-285	PATENT GRANTED Patent issued on 11/03/2020; first maintenance fee due May 3, 2024
System and Method for Monitoring Life Signs of a Person	16/239,501	US	Miku-2	PENDING On appeal, awaiting decision by Board of Appeals
	201980011948.8	China	Miku-2PCT-CN	PENDING Response to Office Action submitted in January, awaiting Examiner's response.
	62021029270.7	HK	Miku-2PCT-HK	PENDING HK application is reliant upon CN application; will proceed to grant if CN application proceeds to grant.
	3087705	Canada	Miku-2PCT-CA	PENDING ; examination request can be filed at any time, final deadline is January 7, 2024.
	MX/a/2020/007058	Mexico	Miku-2PCT-MX	PENDING Examination has been requested; application in queue for examination.
System and Method for Monitoring a Person for Signs of Sickness	17/003,773	US	Miku-3	PENDING On appeal, awaiting decision by Board of Appeals
System and Method for Providing Biofeedback Controls to Various Media Based Upon the Remote Monitoring of Life Signs	17/013,206	US	Miku-5	PENDING Office Action received, response due June 1, 2023
Non-Disruptive Monitor System	9,794,526	US	Miku-274	PATENT GRANTED Patent issued on 10/17/2017; first maintenance fee due April 17, 2025

Monitor Stand	29/808,612	US	Miku-7	PENDING Awaiting examination
---------------	------------	----	--------	------------------------------

EXHIBIT C

Trademarks

Trademark	Appl/Reg. No.	Filing/Reg. Date	Class	Status
Miku (word)	6,964,719	January 24, 2023	009, 035, 042	REGISTERED Registered on January 24, 2023, Declaration of Continued Use due January 24, 2029.
Miku (word)	6,356,723	May 18, 2021	009, 010	REGISTERED Registered on May 18, 2021, Declaration of Continued Use due May 18, 2027.
MikuCare	97/478,482	June 27, 2022	042	PENDING Opposition Period complete, no oppositions filed. Notice of Allowance expected shortly.
MikuCare	6,267,080	February 9, 2021	009	REGISTERED Registered on February 9, 2021, Declaration of Continued Use due February 9, 2027.
Miku (logo)	97/320,371	March 18, 2022	042	PENDING Opposition Period complete, no oppositions filed. Notice of Allowance expected shortly.
Miku (logo)	5,808,225	July 16, 2019	009, 035	REGISTERED Registered on July 16, 2019, Declaration of Continued Use due July 16, 2025.
Miku (logo)	6,356,724	May 18, 2021	009, 010	REGISTERED Registered on May 18, 2021, Declaration of Continued Use due May 18, 2027.
The Brightest Mind in Monitoring	97/765,081	January 23, 2023	035, 042	PENDING Application awaiting examination.
The Brightest Mind in Monitoring	6,181,752	October 20, 2020	009	REGISTERED Registered on October 20, 2020, Declaration of Continued Use due October 20, 2026.
SensorFusion	6,714,688	April 26, 2022	009	REGISTERED Registered on April 26, 2022, Declaration of Continued Use due April 26, 2028.

Miku International Trademarks

Miku (word) – International Registration No. 1418109 and National Registrations in Canada, Hong Kong, United Kingdom

Country	Status
AU	Statement of Grant issued in Classes 09, 35 and 42
CA	Registration issued in Classes 09, 35 and 42
CH	Statement of Grant issued in Classes 09, 35 and 42
CN	Statement of Grant issued in Class 42
EU	Statement of Grant issued in Classes 09, 35 and 42
GB	Statement of Grant cloned in classes 09, 35, 42
HK	Registration issued in Classes 09, 35 and 42
IL	Statement of Grant issued in Classes 09, 35 and 42
IN	Statement of Grant issued in Classes 09, 35 and 42
IS	Statement of Grant issued in Classes 009 and 042
JP	Statement of Grant issued in Classes 09, 35 and 42
KR	Registration issued in Class 09, 35, and 42
MX	Statement of Grant issued in Classes 009 and 035
NO	Statement of Grant issued in Classes 09, 35 and 42
NZ	Statement of Grant issued in Classes 09, 35 and 42
RU	Statement of Grant issued in Classes 09, 35 and 42

Miku (logo) International Registration No. 1467359 and National Registrations in Canada and United Kingdom

Country	Notification Received
AU	Statement of Grant issued in Classes 09 and 35
CA	Registration issued in Classes 09, 35 and 42
CH	Statement of Grant issued in Classes 09 and 35
CN	Statement of Grant issued in Class 09
EU	Statement of Grant issued in Classes 09 and 35
GB	Statement of Grant cloned in classes 09, 35 and 42

IL	Statement of Grant issued in Classes 09 and 35
IN	Statement of Grant issued in Classes 09 and 35
IS	Statement of Grant issued in Classes 09
JP	Statement of Grant issued in Classes 09 and 35
KR	Statement of Grant issued in Classes 09 and 35
MX	Statement of Grant issued in Classes 09 and 35
NO	Statement of Grant issued in Classes 09 and 35
NZ	Statement of Grant issued in Classes 09 and 35
RU	Statement of Grant issued in Classes 09 and 35

Mikucare – International Registration No. 1444839

Country	Notification Received
AU	Statement of Grant issued in Class 09
CH	Statement of Grant issued in Class 09
CN	Statement of Grant issued in Class 09
EU	Statement of Grant issued in Class 09
IL	Statement of Grant issued in Class 09
IN	Statement of Grant issued in Class 09
IS	Statement of Grant issued in Class 09
JP	Statement of Grant issued in Class 09
KR	Total Refusal; may wish to re-file now that cancellation proceedings are complete
MX	Statement of Grant issued in Class 09
NO	Statement of Grant issued in Class 09
NZ	Statement of Grant issued in Class 09
RU	Statement of Grant issued in Class 09

Mikucare –National Applications

Country	Status
AU	Registered in Classes 35 and 42 Registration No. 2311640
CA	Registered in Classes 9, 35 and 42 Registration No. TMA1137955
CH	Registered in Classes 35 and 42 Registration No. 788911
CN	National Application No. G1444839 being examined. Class 42
EU	Registered in Class 42 Registration No 018788013
GB	Registered in Classes 09 and 42 Registration No. UK00801444839
HK	Registered in Classes 9, 35 and 42 Registration No. 304585564
IL	Registered in Classes 35 and 42; Registration No. 357441
IN	National Application No. 5666049 being examined. Classes 35 and 42
IS	National application published, in Opposition Period until 5/15/23; No. V0128098 (class 42 only)
JP	Awaiting Registration Certificate in Classes 35 and 42; Nos. 2022-124545
MX	Awaiting Registration Certificate in Classes 35 and 42; Nos. 2040325, 2040326
NO	Awaiting Registration Certificate in Classes 35 and 42; Application No. 202214653
NZ	Registered in Classes 35 and 42 Registration No. 1223111
RU	Awaiting Registration Certificate in Classes 35 and 42; Application No. 2022777318