

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WITHME ENTERTAINMENT LLC		12/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OCEAN II PLO LLC		
Street Address:	800 Menlo Ave		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: ARKANSAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85769955	WITHME	
Serial Number:	88662868	WITHME	
Serial Number:	88662872	WITHME	
Serial Number:	88788856	WITHME	
Serial Number:	88864050	WM WITHME	
Serial Number:	90313211	WITHME	
Serial Number:	97232330		
Serial Number:	97470921	FRIENDVERSE	
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		
SIGNATURE:	/James Gambulos/		

OP \$215.00 85769955

DATE SIGNED:

01/31/2024

Total Attachments: 9

source=12. Structural Capital Together Labs - Intellectual Property Security Agreement (WithMe)#page1.tif
source=12. Structural Capital Together Labs - Intellectual Property Security Agreement (WithMe)#page2.tif
source=12. Structural Capital Together Labs - Intellectual Property Security Agreement (WithMe)#page3.tif
source=12. Structural Capital Together Labs - Intellectual Property Security Agreement (WithMe)#page4.tif
source=12. Structural Capital Together Labs - Intellectual Property Security Agreement (WithMe)#page5.tif
source=12. Structural Capital Together Labs - Intellectual Property Security Agreement (WithMe)#page6.tif
source=12. Structural Capital Together Labs - Intellectual Property Security Agreement (WithMe)#page7.tif
source=12. Structural Capital Together Labs - Intellectual Property Security Agreement (WithMe)#page8.tif
source=12. Structural Capital Together Labs - Intellectual Property Security Agreement (WithMe)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is entered into as of December 22, 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 **WITHME ENTERTAINMENT LLC**, a Delaware limited liability company, with its principal place of business located at 901 Marshall Street, Suite 200, Redwood City, CA 94063 ("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, of even date herewith, by and among Agent, the lenders party thereto from time to time (collectively, the "Lenders"), Grantor, Together Labs, Inc., a Delaware corporation ("Together Labs"), IMVU, LLC, a Delaware limited liability company ("IMVU"), MetaJuice Holdings, Inc. a Delaware corporation ("Meta Holdings"), and MetaJuice US, Inc., a Delaware corporation ("Meta US") (each of Grantor, Together Labs, IMVU, Meta Holdings and Meta US, a "Borrower" and collectively the "Borrowers") (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 the Borrowers, 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 the Borrowers 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 the Borrowers' obligations to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Borrowers' 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 registered Copyrights 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.

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:

WITHME ENTERTAINMENT LLC,
a Delaware limited liability company

DocuSigned by:
Harman Singh
By: _____
Name: Harman Singh
Title: Chief Financial 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

DocuSigned by:
Kai Tse
By: _____
Name: Kai Tse
Title: Managing Member

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

Trademark	Jurisdiction	Owner/Applicant	Status	Application date	Registration date	Application number	Registration number	Additional Information
WITHME	US (USPTO)	WITHME ENTERTAINMENT LLC	Registered	Nov 2, 2012	Jul 29, 2014	85769955	4576599	
WITHME	US (USPTO)	WITHME ENTERTAINMENT LLC	Filed	Oct 21, 2019		88662868	0	
WITHME	US (USPTO)	WITHME ENTERTAINMENT LLC	Filed	Oct 21, 2019		88662872	0	
WITHME	US (USPTO)	WITHME ENTERTAINMENT LLC	Filed	Feb 7, 2020		88788856	0	
WM WITHME	US (USPTO)	WITHME ENTERTAINMENT LLC	Filed	Apr 8, 2020		88864050	0	
WITHME	US (USPTO)	WITHME ENTERTAINMENT LLC	Filed	Nov 11, 2020		90313211	0	
WM design logo	US (USPTO)	WithMe Entertainment LLC	Filed	Jan 21, 2022		97232330 ¹	0	
FRIENDVERSE	US (USPTO)	WithMe Entertainment LLC	Filed	Jun 22, 2022		97470921	0	
WITHME	WIPO	WithMe Entertainment LLC	Registered		Apr 30, 2013	1185849		Australia, Switzerland, European Union, Norway, Singapore
WITHME	WIPO	WithMe Entertainment LLC	Registered		Apr 9, 2020	1532495		Australia, Brazil, Canada, Switzerland, European Union, United Kingdom, Indonesia, India, Japan, Republic of Korea, Mexico, Norway, New Zealand, Philippines.

¹ Any pending "intent-to-use" trademarks identified in this Schedule are excluded from this security interest 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.

								Russian Federation, Singapore, Thailand, Turkey
WithMe	WIPO	WithMe Entertainment LLC	Registered		Apr 20, 2020	1540850		Australia, Brazil, Canada, Switzerland, China, European Union, United Kingdom, Indonesia, India, Japan, Republic of Korea, Mexico, Norway, New Zealand, Philippines, Russian Federation, Singapore, Thailand, Turkey

EXHIBIT D

MASK WORKS

None.