

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI160385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAGICLINKS, INC.		02/02/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	HERITAGE BANK OF COMMERCE		
Street Address:	224 Airport Parkway		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6273579	OBSESSEDWITH.IT	
Registration Number:	5695540	MAGICLINKS	
Serial Number:	90977854	ADVO	
Registration Number:	6207595	MATCH INTELLIGENCE	
Registration Number:	7019217	MATCH INTELLIGENCE	
Serial Number:	90739718	ADVO	
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:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 Middlefield Road Suite 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	Patty Cheng		
DATE SIGNED:	04/11/2024		
Total Attachments: 5			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 2, 2024 by and between **MAGICLINKS, INC.**, a Delaware corporation (“**Grantor**”) and **HERITAGE BANK OF COMMERCE**, a California corporation (“**Bank**”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) upon written notice to Grantor, modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

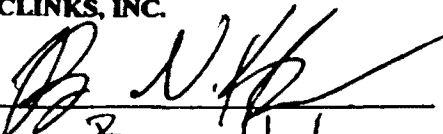
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

360 Sunset Avenue
Venice, CA 90291
Attn: Brian Nickerson, CEO

MAGICLINKS, INC.

By: 
Print Name: Brian Nickerson
Title: CEO

Address of Bank:

224 Airport Parkway
San Jose, CA 95110
Attn: Karla Schrader

HERITAGE BANK OF COMMERCE

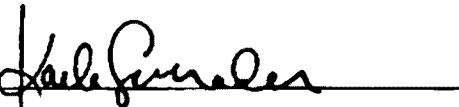
By: 
Print Name: KARLA SCHRADER
Title: SVP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

Title	Serial Number / Patent Number	Application Date / Issue Date
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
OBSSESSEDWITH.IT	88490099	6273579	2021-02-16
ADVO	90977854		2021-05-27
MAGICLINKS	88014111	5695540	2019-03-12
MATCH INTELLIGENCE	88979080	6207595	2020-11-24
TEXT2SHOP *	90047240		2020-07-10
MATCH INTELLIGENCE	88490042	7019217	2023-04-04
ADVO	90739718		2021-05-27

* — indicates dead, abandoned or cancelled trademark