

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aingel Corp.		12/20/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Stellar Development Foundation		
Street Address:	292 Ivy Street, Suite E		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94102		
Entity Type:	Non-Profit Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88705472	TRIBAL	
Serial Number:	88723148	TRIBAL CREDIT	
Serial Number:	88705554		
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:	6504732643		
Email:	mpatton@omm.com		
Correspondent Name:	Madeleine Patton / Jennifer Taylor		
Address Line 1:	2765 Sand Hill Rd		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
NAME OF SUBMITTER:	Madeleine Patton		
SIGNATURE:	/Madeleine Patton/		
DATE SIGNED:	12/21/2021		
Total Attachments: 24			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of December 20, 2021 (the “Effective Date”), by and between Stellar Development Foundation (“Stellar”), a Delaware non-profit corporation, and Aingel Corp., a Delaware corporation with its registered and principal place of business address as at the Effective Date at c/o WeWork, 75 E Santa Clara St., Suite 600, San Jose, CA 95113 (“Grantor”), with reference to the following facts:

A. Stellar and Grantor, as Borrower, are party to that certain Loan and Security Agreement of even date with this Agreement (as amended, restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”). (Capitalized terms not otherwise defined herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Stellar a security interest in all of the Collateral. The Collateral includes, without limitation, all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to Stellar a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation (i) the trademarks and servicemarks listed or required to be listed from time to time on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed or required to be listed from time to time on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed or required to be listed from time to time on Schedule C hereto, and all extensions and renewals thereof, (iv) all domain names and domain name rights used in connection with its business and that of its Subsidiaries, all legal and equitable rights in domain names and ownership thereof, domain registry, domain servers, web hosting and related contracts, services and facilities (collectively, “Domain Rights”) listed or required to be listed from time to time on Schedule D hereto, and all extensions and renewals thereof, and (v) all rights to recover for past or future infringement of any of the foregoing, and (vi) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, except as prohibited pursuant to customary restrictions in licenses, subject to Grantor’s obligations in respect of

Restricted Licenses under the Loan Agreement, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing (collectively, the “Intellectual Property Collateral”).

Notwithstanding the foregoing, or anything to the contrary herein, or in the Loan Agreement, the Intellectual Property Collateral does not include any “intent-to-use” trademark 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 and solely during such period that granting a security interest in the “intent-to-use” trademarks would be contrary to applicable law or may interfere with Grantor’s rights to obtain and maintain such trademarks. After such period, Grantor acknowledges that such interest in such trademark application or trademark shall be subject to a security interest in favor of Stellar and shall be included in the Intellectual Property Collateral.

2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor, (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, and (iv) listed on Schedule D are all Domain Rights in which Grantor has any legal, contractual or equitable right. Grantor shall: (a) use commercially reasonable efforts to protect, defend and maintain the validity and enforceability of its intellectual property, other than intellectual property of immaterial business and monetary value that Grantor’s executive management has made a determination not to maintain; (b) promptly advise Stellar in writing of material infringements of its material intellectual property; and (c) not allow any intellectual property material to Grantor’s business to be abandoned, forfeited or dedicated to the public without Stellar’s written consent. If, before the Obligations have been paid and/or performed in full, Grantor shall (i) adopt, use, acquire or apply for registration of any trademark, service mark or trade name, (ii) apply for registration of any patent or obtain any patent or patent application; (iii) create or acquire any published or material unpublished works of authorship material to the business that is or is to be registered with the U.S. Copyright Office or any non-U.S. equivalent or other Governmental Body; or (iv) register or acquire any domain name or domain name rights, then the provisions of Section 1 shall automatically apply thereto, and Grantor shall provide Stellar written notice thereof concurrently with delivery of the next Compliance Certificate required to be delivered by Borrower pursuant to the Loan Agreement following such registration or acquisition. Grantor shall further provide Stellar with all information and details relating to the foregoing and shall take such further actions as Stellar may reasonably request from time to time to perfect or continue the perfection of Stellar’s interest in such intellectual property.

3. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Stellar's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto; provided, however, and notwithstanding the foregoing, Stellar may amend the Schedules hereto from time to time when it becomes aware of new Intellectual Property of Grantor subject to this Agreement. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Stellar and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

4. Grantor agrees that simultaneously with the execution of this Agreement, Grantor shall execute and deliver to Stellar the Collateral Agreements and Notices appended hereto with respect to Grantor's Trademarks, Patents, Copyrights and Domain Rights existing as of the Effective Date, the Schedules to which disclose true, accurate, complete and correct details of Grantor's Trademarks, Patents, Copyrights and Domain Rights as of the Effective Date and, thereafter, upon any amendment of Schedule A, Schedule B, Schedule C or Schedule D, Grantor shall execute notices in the forms appended hereto (each, a "Notice"), as appropriate with the Compliance Certificate, with respect to all of the pledged Intellectual Property, now owned or hereafter acquired, and shall deliver each Notice to Stellar for the purpose of recordation at the U.S. Patent and Trademark Office or the U.S. Copyright Office, as appropriate with the Compliance Certificate. Whether or not Grantor executes such a Notice reflecting new Intellectual Property, Grantor hereby irrevocably appoints Stellar as its lawful attorney-in-fact without any further authorization to file such notices, liens or other instruments as may be customary from time to time for Stellar to perfect security interests in Grantor's Intellectual Property. With respect to the power of attorney granted in the attached Domain Rights Collateral Agreement and Notice, so long as no default has occurred and is continuing under the Loan Documents, Stellar shall not take any action referenced therein in the name of Grantor other than to maintain the ongoing accuracy and completeness of the information required to be detailed therein.

5. Termination. This Agreement shall automatically terminate upon termination of the Loan Agreement pursuant to the terms of the Loan Agreement, together with payment in full in cash of all Obligations (other than inchoate indemnity obligations)

6. Senior Indebtedness Subordination Agreement. Notwithstanding anything herein to the contrary, the Liens granted to Stellar under this Agreement and the exercise of the rights and remedies of Stellar hereunder are subject to the provisions of the Senior Indebtedness Subordination Agreement. In the event of any conflict between the terms of this Agreement and the Senior Indebtedness Subordination Agreement, the terms of the Senior Indebtedness Subordination Agreement shall govern and control. Stellar acknowledges and agrees that Grantor shall not be required to take or refrain from taking any action at the request of Stellar with respect to any Intellectual Property Collateral if such action or inaction would be inconsistent with the terms of the Senior Indebtedness Subordination Agreement.

[Signature Page Follows]

Address of Grantor:
c/o WeWork
75 E Santa Clara St., Suite 600
San Jose, CA 95113

Aingel Corp. *Amr Shady*
By: _____
Name: Amr Shady
Title: Chief Executive Officer

Address of Stellar:

292 Ivy Street, Suite E
San Francisco, CA 94102

Stellar Development Foundation

By: _____
Name: Denelle Dixon
Title: CEO and Executive Director

Address of Grantor:

c/o WeWork
75 E Santa Clara St., Suite 600
San Jose, CA 95113

Aingel Corp.

By: _____

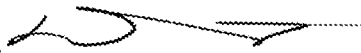
Name: Amr Shady

Title: Chief Executive Officer

Address of Stellar:

292 Ivy Street, Suite E
San Francisco, CA 94102

Stellar Development Foundation

By:  _____

Name: Denelle Dixon

Title: CEO and Executive Director

SCHEDULE A
Aingel Corp.
Trademark Schedule

Trademark	Country	Appl / Reg. No.	Filing Date	Reg. Date
Tribal Credit	WIPO	1510826	December 31, 2019	December 31, 2019
Tribal	WIPO	1510912	December 31, 2019	December 31, 2019
Tribal	United States	88705472	November 25, 2019	
Tribal Credit	United States	88723148	December 11, 2019	
	United States	88705554/6138084	November 25, 2019	August 25, 2020
Tribal Credit	Malaysia	TM2020001889	December 31, 2019	
Tribal	Malaysia	TM2020001890	December 31, 2019	
Tribal Credit	Singapore	40202002074Y	December 31, 2019	
Tribal	Singapore	40202002086Y	December 31, 2019	
Tribal	WIPO	1564821	November 2, 2020	

SCHEDULE B
Aingel Corp.
Patent Schedule

Patent/Application Number	Title	Owner
None		

SCHEDULE C

Aingel Corp.

Copyrights

Copyright Number	Date	Title / Work	Owner
None			

SCHEDULE D**Aingel Corp.****Domain Rights**

<u>Domain Name</u>	<u>Service Provider Contact Details and Account Number (if any)</u>	<u>Owner and Registrar or Administrative Contact of Record</u>	<u>Expiry Date of Domain</u>
tribal.credit	AWS (985746742532)	Owner: Aingel Corp., Contact: Amr Shady	2021-12-15
tribal card.com	AWS (985746742532)	Owner: Aingel Corp., Contact: Amr Shady	2021-10-08
tribal.mx	godaddy.com (146846469)	Owner: Aingel Corp., Contact: Amr Shady	2021-10-19
tribal.fund	godaddy.com (146846469)	Owner: Aingel Corp., Contact: Amr Shady	2021-10-30
tribalcard.me	AWS (985746742532)	Owner: Aingel Corp., Contact: Amr Shady	2022-02-03
tribal.capital	godaddy.com (146846469)	Owner: Aingel Corp., Contact: Amr Shady	2021-10-30
tribalcredit.com	godaddy.com (146846469)	Owner: Aingel Corp., Contact: Amr Shady	2021-12-08
tribalcredit.mx	godaddy.com (146846469)	Owner: Aingel Corp., Contact: Amr Shady	2022-08-18
likelihood.ai	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2021-03-22
aingel.io	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2021-03-27
aingel.vc	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2021-07-28
icoscores.ai	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2021-10-01
icoscore.ai	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2021-10-01
hyperaise.ai	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2021-11-01
cryptoscore.ai	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2022-01-05

angel.ai	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2022-03-25
ubersubscribed.ai	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2022-11-18
www.e-leaders.mx			
www.the-eawards.mx			
www.eforum.mx			
www.the-eshow.mx			
www.mayoconcausa.com			
trb.al	marcaria.com – 285200	Owner: Aingel Corp., Contact: Amr Shady	2022-08-19
tribalcredit.co	Godaddy.com #57933152 in transfer to #146846469	Owner: Aingel Corp., Contact: Amr Shady	2022-08-10
tribalcredit.cl	marcaria.com – 285200	Owner: Aingel Corp., Contact: Amr Shady	2022-10-22
tribalcredit.com.br	marcaria.com – 285200	Owner: Aingel Corp., Contact: Amr Shady	2022-10-11
tribal.co	namecheap.com – in transfer to GoDaddy #146846469	Owner: Aingel Corp., Contact: Amr Shady	2023-04-21
tribalcredit.pe	marcaria.com – 285200	Owner: Aingel Corp., Contact: Amr Shady	2022-10-22
tribal.finance	Godaddy.com #57933152 in transfer to #146846469	Owner: Aingel Corp., Contact: Amr Shady	2022-08-11
trbl.finance	Godaddy.com #57933152 in transfer to #146846469	Owner: Aingel Corp., Contact: Amr Shady	2022-10-08

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice (“Trademark Agreement”) is executed as of December 20, 2021 by Aingel Corp., a Delaware corporation with its principal place of business at c/o WeWork, 75 E Santa Clara St., Suite 600 San Jose, CA 95113 (“Assignor”) and Stellar Development Foundation, a Delaware non-profit corporation, with its principal place of business at 292 Ivy Street, Suite E San Francisco, CA 94102 (“Assignee”) pursuant to a Loan and Security Agreement and an Intellectual Property Security Agreement of even date herewith by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the “Loan Documents”).

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the “Marks”); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in favor of Assignee in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the Loan Documents;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of the Loan Documents providing therefor.

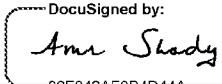
Executed as of the date first above written.

Assignor:

Assignee:

Aingel Corp.

Stellar Development Foundation

By:  _____
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By: _____

Name: Amr Shady

Name: Denelle Dixon

Title: Chief Executive Officer

Title: CEO and Executive Director

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice (“Trademark Agreement”) is executed as of December 20, 2021 by Aingel Corp., a Delaware corporation with its principal place of business at c/o WeWork, 75 E Santa Clara St., Suite 600 San Jose, CA 95113 (“Assignor”) and Stellar Development Foundation, a Delaware non-profit corporation, with its principal place of business at 292 Ivy Street, Suite E San Francisco, CA 94102 (“Assignee”) pursuant to a Loan and Security Agreement and an Intellectual Property Security Agreement of even date herewith by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the “Loan Documents”).

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the “Marks”); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in favor of Assignee in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the Loan Documents;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of the Loan Documents providing therefor.

Executed as of the date first above written.

Assignor:

Aingel Corp.

By: _____

Name: Amr Shady

Title: Chief Executive Officer

Assignee:

Stellar Development Foundation

By:  _____

Name: Denelle Dixon

Title: CEO and Executive Director

EXHIBIT 1
Aingel Corp.
Trademark Schedule

Trademark	Country	Appl / Reg. No.	Filing Date	Reg. Date
Tribal Credit	WIPO	1510826	December 31, 2019	December 31, 2019
Tribal	WIPO	1510912	December 31, 2019	December 31, 2019
Tribal	United States	88705472	November 25, 2019	
Tribal Credit	United States	88723148	December 11, 2019	
	United States	88705554/6138084	November 25, 2019	August 25, 2020
Tribal Credit	Malaysia	TM2020001889	December 31, 2019	
Tribal	Malaysia	TM2020001890	December 31, 2019	
Tribal Credit	Singapore	40202002074Y	December 31, 2019	
Tribal	Singapore	40202002086Y	December 31, 2019	
Tribal	WIPO	1564821	November 2, 2020	

PATENT COLLATERAL AGREEMENT AND NOTICE

This Patent Collateral Agreement and Notice (“Patent Agreement”) is executed as of December 20, 2021 by Aingel Corp., a Delaware corporation with its principal place of business at c/o WeWork, 75 E Santa Clara St., Suite 600 San Jose, CA 95113 (“Assignor”) and Stellar Development Foundation, a Delaware non-profit corporation, with its principal place of business at 292 Ivy Street, Suite E San Francisco, CA 94102 (“Assignee”) pursuant to a Loan and Security Agreement and an Intellectual Property Security Agreement of even date herewith by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the “Loan Documents”).

WHEREAS, Assignor is the owner of certain United States patents and/or patent applications as listed on Exhibit 1 hereto (the “Patents”); and

WHEREAS, Assignee has agreed to extend credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in favor of Assignee in and to all patents, patent applications and other patent rights (as described in the Loan Documents) Assignor owns from time to time and all proceeds thereof and all other related claims and rights (as more fully described in the Loan Documents), including the Patents set forth on Exhibit I as of the date of this Patent Agreement;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Patents and all proceeds thereof and gives notice of such security interest and the existence of the Loan Documents providing therefor.

Executed as of the date first above written.

Assignor:

Aingel Corp.

DocuSigned by:
Amr Shady
By: _____
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Name: Amr Shady

Title: Chief Executive Officer

Assignee:

Stellar Development Foundation

By: _____

Name: Denelle Dixon

Title: CEO and Executive Director

PATENT COLLATERAL AGREEMENT AND NOTICE

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WHEREAS, Assignor is the owner of certain United States patents and/or patent applications as listed on Exhibit 1 hereto (the "Patents"); and

WHEREAS, Assignee has agreed to extend credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in favor of Assignee in and to all patents, patent applications and other patent rights (as described in the Loan Documents) Assignor owns from time to time and all proceeds thereof and all other related claims and rights (as more fully described in the Loan Documents), including the Patents set forth on Exhibit I as of the date of this Patent Agreement;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Patents and all proceeds thereof and gives notice of such security interest and the existence of the Loan Documents providing therefor.

Executed as of the date first above written.

Assignor:

Assignee:

Aingel Corp.

Stellar Development Foundation

By: _____

By:  _____

Name: Amr Shady

Name: Denelle Dixon

Title: Chief Executive Officer

Title: CEO and Executive Director

TRADEMARK

REEL: 007537 FRAME: 0512 f32a3383e

EXHIBIT 1
Aingel Corp.
Patent Schedule

Patent/Application Number	Title	Owner
None		

COPYRIGHT COLLATERAL AGREEMENT AND NOTICE

This Copyright Collateral Agreement and Notice ("Copyright Agreement") is executed as of December 20, 2021 by Aingel Corp., a Delaware corporation with its principal place of business at c/o WeWork, 75 E Santa Clara St., Suite 600, San Jose, CA 95113 ("Assignor") and Stellar Development Foundation, a Delaware non-profit corporation, with its principal place of business at 292 Ivy Street, Suite E San Francisco, CA 94102 ("Assignee") pursuant to a Loan and Security Agreement and an Intellectual Property Security Agreement of even date herewith by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain copyrightable works which are the subject of United States copyright registrations and/or copyright applications as listed on Exhibit 1 hereto (the "Copyrights"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in favor of Assignee in and to the Copyrights and all proceeds thereof and all other related claims and rights as more fully described in the Loan Documents;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Copyrights and all proceeds thereof and gives notice of such security interest and the existence of the Loan Documents providing therefor.

Executed as of the date first above written.

Assignor:

Assignee:

Aingel Corp.

Stellar Development Foundation

DocuSigned by:
Amr Shady
By: _____
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By: _____

Name: Amr Shady

Name: Denelle Dixon

Title: Chief Executive Officer

Title: CEO and Executive Director

COPYRIGHT COLLATERAL AGREEMENT AND NOTICE

This Copyright Collateral Agreement and Notice ("Copyright Agreement") is executed as of December 20, 2021 by Aingel Corp., a Delaware corporation with its principal place of business at c/o WeWork, 75 E Santa Clara St., Suite 600, San Jose, CA 95113 ("Assignor") and Stellar Development Foundation, a Delaware non-profit corporation, with its principal place of business at 292 Ivy Street, Suite E San Francisco, CA 94102 ("Assignee") pursuant to a Loan and Security Agreement and an Intellectual Property Security Agreement of even date herewith by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain copyrightable works which are the subject of United States copyright registrations and/or copyright applications as listed on Exhibit 1 hereto (the "Copyrights"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in favor of Assignee in and to the Copyrights and all proceeds thereof and all other related claims and rights as more fully described in the Loan Documents;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Copyrights and all proceeds thereof and gives notice of such security interest and the existence of the Loan Documents providing therefor.

Executed as of the date first above written.

Assignor:

Aingel Corp.

By: _____

Name: Amr Shady

Title: Chief Executive Officer

Assignee:

Stellar Development Foundation

By:  _____

Name: Denelle Dixon

Title: CEO and Executive Director

TRADEMARK

EXHIBIT 1
Aingel Corp.
Copyright Schedule

Copyright Number	Date	Title / Work	Owner
None			

DOMAIN RIGHTS COLLATERAL AGREEMENT AND NOTICE

This Domain Rights Collateral Agreement and Notice ("Domain Agreement") is executed as of December 20, 2021 by Aingel Corp., a Delaware corporation with its principal place of business at c/o WeWork, 75 E Santa Clara St., Suite 600, San Jose, CA 95113 ("Assignor") and Stellar Development Foundation, a Delaware corporation, with its principal place of business at 292 Ivy Street, Suite E San Francisco, CA 94102 ("Assignee") pursuant to a Loan and Security Agreement and an Intellectual Property Security Agreement of even date herewith by and between Assignor and Assignee (the "IPSA") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain Domain Rights as defined in the Loan Documents which are, as of the date hereof, as listed on Exhibit 1 hereto (the "Domain Rights"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in favor of Assignee in and to the Domain Rights and all proceeds thereof and all other related claims and rights as more fully described in the Loan Documents;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations: (1) Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Domain Rights and all proceeds thereof and gives notice of such security interest and the existence of the Loan Documents providing therefor; and (2) Assignor hereby irrevocably appoints Stellar as its lawful attorney-in-fact without any further authorization to take any action and file any notice on behalf of Assignor that Assignor itself could file in respect of its Domain Rights, including without limitation, upon an Event of Default under the Loan Documents, to transfer Domain Rights, change administrative contacts in respect of Domain Rights, maintain Domain Rights, and provide instructions to domain hosting services and any domain name registrars.

Executed as of the date first above written.

Assignor:

Assignee:

Aingel Corp.

Stellar Development Foundation

By: DocuSigned by:
Amr Shady
96F042AF0E4D74A...

By: _____

Name: Amr Shady

Name: Denelle Dixon

Title: Chief Executive Officer

Title: CEO and Executive Director

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Executed as of the date first above written.

Assignor:

Aingel Corp.

By: _____

Name: Amr Shady

Title: Chief Executive Officer

Assignee:

Stellar Development Foundation

By:  _____

Name: Denelle Dixon

Title: CEO and Executive Director

TRADEMARK

SCHEDULE D**Aingel Corp.****Domain Rights**

<u>Domain Name</u>	<u>Service Provider Contact Details and Account Number (if any)</u>	<u>Owner and Registrar or Administrative Contact of Record</u>	<u>Expiry Date of Domain</u>
tribal.credit	AWS (985746742532)	Owner: Aingel Corp., Contact: Amr Shady	2021-12-15
tribal card.com	AWS (985746742532)	Owner: Aingel Corp., Contact: Amr Shady	2021-10-08
tribal.mx	godaddy.com (146846469)	Owner: Aingel Corp., Contact: Amr Shady	2021-10-19
tribal.fund	godaddy.com (146846469)	Owner: Aingel Corp., Contact: Amr Shady	2021-10-30
tribalcard.me	AWS (985746742532)	Owner: Aingel Corp., Contact: Amr Shady	2022-02-03
tribal.capital	godaddy.com (146846469)	Owner: Aingel Corp., Contact: Amr Shady	2021-10-30
tribalcredit.com	godaddy.com (146846469)	Owner: Aingel Corp., Contact: Amr Shady	2021-12-08
tribalcredit.mx	godaddy.com (146846469)	Owner: Aingel Corp., Contact: Amr Shady	2022-08-18
likelihood.ai	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2021-03-22
aingel.io	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2021-03-27
aingel.vc	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2021-07-28
icoscores.ai	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2021-10-01
icoscore.ai	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2021-10-01
hyperaise.ai	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2021-11-01
cryptoscore.ai	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2022-01-05

angel.ai	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2022-03-25
ubersubscribed.ai	onlydomains.com	Owner: Aingel Corp., Contact: Amr Shady	2022-11-18
www.e-leaders.mx			
www.the-eawards.mx			
www.eforum.mx			
www.the-eshow.mx			
www.mayoconcausa.com			
trb.al	marcaria.com – 285200	Owner: Aingel Corp., Contact: Amr Shady	2022-08-19
tribalcredit.co	Godaddy.com #57933152 in transfer to #146846469	Owner: Aingel Corp., Contact: Amr Shady	2022-08-10
tribalcredit.cl	marcaria.com – 285200	Owner: Aingel Corp., Contact: Amr Shady	2022-10-22
tribalcredit.com.br	marcaria.com – 285200	Owner: Aingel Corp., Contact: Amr Shady	2022-10-11
tribal.co	namecheap.com – in transfer to GoDaddy #146846469	Owner: Aingel Corp., Contact: Amr Shady	2023-04-21
tribalcredit.pe	marcaria.com – 285200	Owner: Aingel Corp., Contact: Amr Shady	2022-10-22
tribal.finance	Godaddy.com #57933152 in transfer to #146846469	Owner: Aingel Corp., Contact: Amr Shady	2022-08-11
trbl.finance	Godaddy.com #57933152 in transfer to #146846469	Owner: Aingel Corp., Contact: Amr Shady	2022-10-08