

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLDS ENTERPRISES INC.		05/04/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile road		
Internal Address:	National Documentation Services, Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90064019	WORLDS SPATIALSENSE	
Serial Number:	90064018	WORLDS	
Serial Number:	90064017	WORLDS	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 S. Division St., Suite 400		
Address Line 2:	Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	19191-1		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	05/06/2022		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of May 4, 2022, by and between COMERICA BANK ("Bank") and WORLDS ENTERPRISES INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantor, dated as of the date hereof (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.

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 Grantor's obligations under the Loan Agreement and all other agreements now existing or hereafter arising between each Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Grantor's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including 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 has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. In

addition, Grantor represents and warrants that, effective February 24, 2022, it has abandoned trademark application number 90/053,597, filed July 15, 2020, for the trademark Worlds Protect.

Grantor acknowledges and agrees that Bank may, in its sole discretion, amend and file or re-file this Agreement with the applicable governmental agency, without first obtaining Grantor's approval of or signature to such amendment, by amending Exhibits A, B and C hereto to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the date hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims to have any right, title or interest.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures. If Bank determines in its sole discretion that the Agreement has not been timely executed by Grantor, then the Agreement shall be considered null and void. Grantor hereby agrees that Bank shall not have any liability of any nature or kind to any a loan party, including, but not limited to Grantor, in connection therewith.

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COPY VIEW

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:

WORLDS ENTERPRISES INC.

Address of Grantor:

5350 Alpha Road
Dallas, TX 75240

Attn: Kristin Curreri Frost

DocuSigned by:
Christopher Rohde
By: _____
A7E5748C0DF9423...

Name: Christopher Rohde
Title: President

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

DocuSigned by:
Charles Fell
By: _____
9C675D34B285422...

Name Charles W. Fell
Title: Senior Vice President

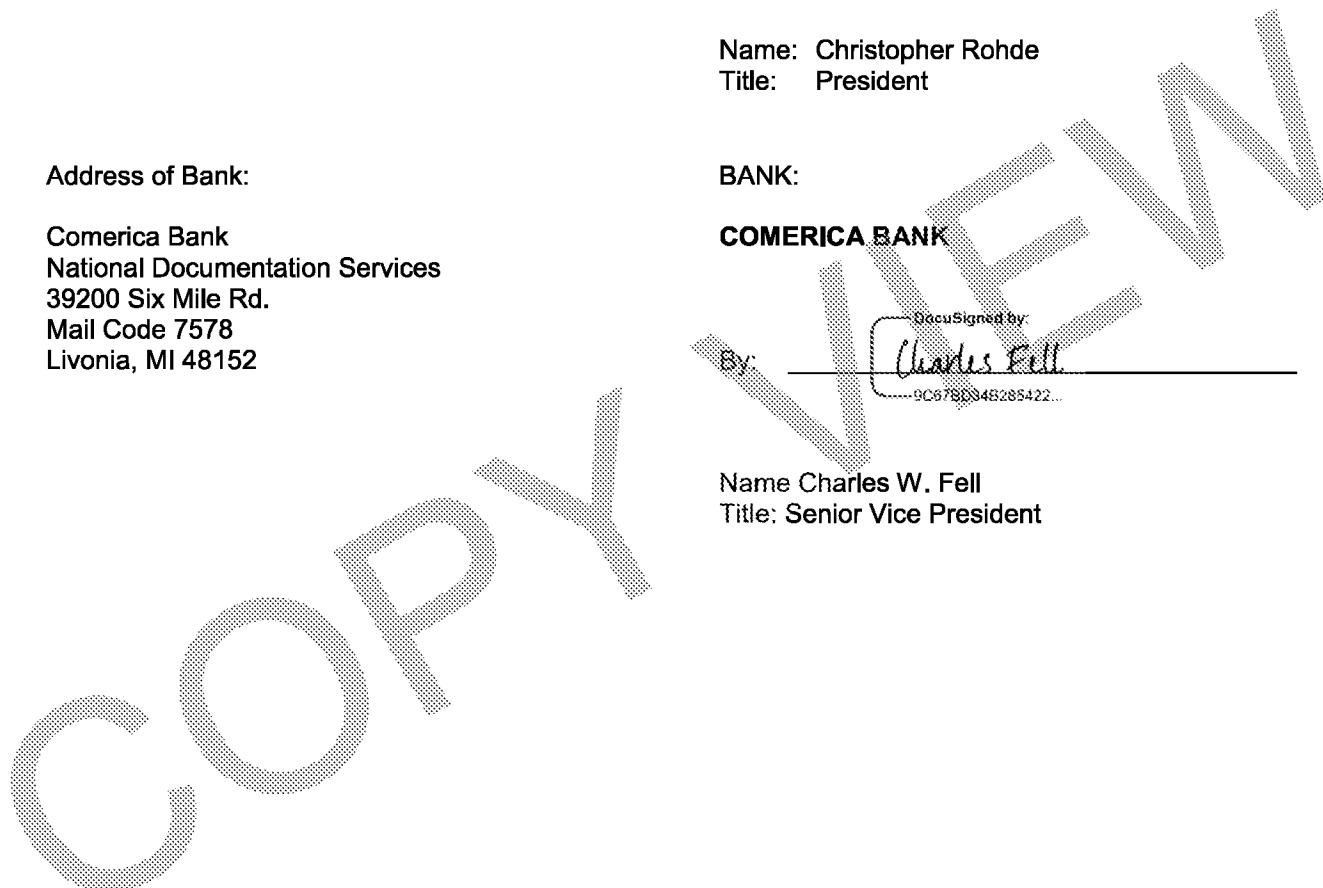


EXHIBIT A

Copyrights

None.

COPY VIEW

[Exhibit A]

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TRADEMARK
REEL: 007714 FRAME: 0685

EXHIBIT B

Patents

None.

COPY VIEW

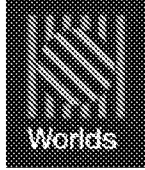
[Exhibit B]

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EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
WORLDS SPATIALSENSE	90/064,019	7/21/2020		
WORLDS	90/064,018	7/21/2020		
	90/064,017	7/21/2020		

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