

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534993

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IMVU, INC.		06/28/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	OCEAN II PLO LLC
Street Address:	3555 Alameda De Las Pulgas
Internal Address:	Suite 205
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94026
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4576599	WITHME
Registration Number:	3977135	IMVU
Registration Number:	3384214	C
Registration Number:	3323556	IMVU
Registration Number:	3323555	IMVU
Registration Number:	3323554	IMVU
Registration Number:	3384212	IMVU
Registration Number:	3323489	IMVU
Registration Number:	3323488	IMVU
Registration Number:	3323487	IMVU
Registration Number:	3384205	IMVU
Registration Number:	5213891	WITHMOJI
Serial Number:	87677276	IMVU

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

Phone: 310-282-9400
Email: lwageman@thompsoncoburn.com
Correspondent Name: Thompson Coburn LLP
Address Line 1: 2029 Century Park East, 19th Floor
Address Line 2: Attn: Jennifer Post
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 1114093 IMVU

NAME OF SUBMITTER: Jennifer Post

SIGNATURE: /Jennifer Post/

DATE SIGNED: 08/02/2019

Total Attachments: 12

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**SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of June 28, 2019 by and between OCEAN II PLO LLC, in its capacity as collateral agent and as administrative agent for all Lenders ("Agent") and IMVU, INC., a Delaware corporation ("Borrower").

RECITALS

Borrower and Prior Agent previously entered into that certain Loan and Security Agreement dated as of July 20, 2016.

Borrower, certain Lenders party thereto and Prior Agent subsequently entered into that certain Amended and Restated Loan and Security Agreement dated as of December 13, 2017.

Borrower, certain Lenders party thereto and Prior Agent subsequently entered into that certain Second Amended and Restated Loan and Security Agreement dated as of March 28, 2018.

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Third Amended and Restated Loan and Security Agreement by and between Agent, Lender and Borrower dated of even date herewith (as amended from time to time, the "Third A&R Loan Agreement"). Capitalized terms used herein are used as defined in the Third A&R Loan Agreement. Pursuant to the terms of the Third A&R Loan Agreement, Borrower has granted a continuing Lien and security interest to Agent in Borrower's personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure the Obligations under the Third A&R Loan Agreement, Borrower grants to Agent a continuing, first priority security interest in all of Borrower's right, title and interest in, its Intellectual Property (including, without limitation, those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) whether now existing or hereafter arising, and 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, subject to the terms of the Third A&R Loan Agreement. Borrower represents and warrants as of the date hereof that Schedules A, B and C attached hereto set forth all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower agrees to update the Schedules hereto in writing and send the same to Agent not less than quarterly as provided in the Third A&R Loan Agreement with respect to any updates, modifications or additions to the intellectual property rights of Borrower. 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. Borrower acknowledges and agrees that this is a continuing Lien and security interest, originally granted to the Prior Agent and that such Lien and security interest was originally perfected on or about July 20, 2016 in connection with the original Loan Agreement, and that such Lien has continued perfected and uninterrupted in favor of Lender and the Prior Agent since such date.

[SIGNATURE PAGE FOLLOWS]

SC A&R IP Security Agreement (IMVU)

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TRADEMARK
REEL: 006710 FRAME: 0722

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

IMVU, Inc.
1001 Marshall Street, Suite 100
Redwood City, California 94063
Attention: Daren Tsui, CEO
Telephone: (650) 646-3250
Fax: (650) 321-7263
Email: dtsui@imvu.com

BORROWER:

IMVU, INC.,
a Delaware corporation

By: Daren Tsui
Name: Daren Tsui
Title: CEO

Address of Agent:

Ocean II PLO LLC
3555 Alameda De Las Pulgas, Suite 205
Menlo Park, California 94025
Attention: Jay Taylor
Telephone: (650) 906-6936
Fax: (415) 520-2234
Email: Jay@structuralcapital.com

AGENT:

OCEAN II PLO LLC
a California limited liability company

By: STRUCTURAL CAPITAL MANAGEMENT COMPANY II, LP
a Delaware limited partnership,
its Manager

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers
hereunto duly authorized as of the first date written above.

Address of Borrower:

IMVU, Inc.
1001 Marshall Street, Suite 100
Redwood City, California 94063
Attention: Daren Tsui, CEO
Telephone: (650) 646-3250
Fax: (650) 321-7263
Email: dtsui@imvu.com

BORROWER:

IMVU, INC.,
a Delaware corporation

By: _____

Name: Daren Tsui

Title: CEO

Address of Agent:

Ocean II PLO LLC
3555 Alameda De Las Pulgas, Suite 205
Menlo Park, California 94025
Attention: Jay Taylor
Telephone: (650) 906-6936
Fax: (415) 520-2234
Email: Jay@structuralcapital.com

AGENT:

OCEAN II PLO LLC
a California limited liability company

By: STRUCTURAL CAPITAL MANAGEMENT COMPANY
II, LP

a Delaware limited partnership,
its Manager

By:  _____

Name: Kai Tse

Title: Managing Partner

SC A&RTP Security Agreement (IMVU)

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SCHEDULE A

Copyrights

If None, check this box:

Description	Registration Number	Registration Date

SCHEDULE B

Patents

If None, check this box:

Patents:

Name of Patent	Patent Number	Date of Filing	Jurisdiction of Filing
COMPUTER-IMPLEMENTED METHOD AND APPARATUS TO ALLOCATE REVENUE FROM A DERIVED AVATAR COMPONENT (plus 2 continuations)	7912793, 8290881, 8650134, 2006205044, 2592217	1/13/2005, 3/17/2011, 9/11/2012, 08/25/11, 02/28/17	US, US, US, AU, CA
COMPUTER-IMPLEMENTED CHAT SYSTEM HAVING DUAL CHANNEL COMMUNICATIONS AND SELF-DEFINING PRODUCT STRUCTURES	7995064	8/26/2005	US
COMPUTER-IMPLEMENTED SYSTEM AND METHOD FOR HOME PAGE CUSTOMIZATION AND E-COMMERCE SUPPORT	7342587	9/30/2005	US
SYSTEM AND METHOD FOR MANAGING MULTIPLE QUEUES OF NON-PERSISTENT MESSAGES IN A NETWORKED ENVIRONMENT	8799400, 10-1662352	2/2/2011, 09/27/13	US, KR
SYSTEM AND METHOD FOR INCREASING CLARITY AND EXPRESSIVENESS IN NETWORK COMMUNICATIONS (plus 2 continuations) (See below)	9443271, 9425974	09/13/16, 08/23/16	US
SYSTEM AND METHOD FOR PROVIDING AN ACTIVELY INVALIDATED CLIENT-SIDE NETWORK RESOURCE CACHE	9578081	02/21/17	US

Patent Applications:

Name of Patent Application	Patent Application Number	Date of Filing	Jurisdiction of Filing
SYSTEM AND METHOD FOR INCREASING CLARITY AND EXPRESSIVENESS IN NETWORK COMMUNICATIONS (plus 2 continuation) (See above) (JP ... Allowed)	15240743, 13829540.7, 2015-527521, 2015-7004035	08/18/16, 01/29/15, 02/13/15, 02/13/15	US, EP, JP, KR

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Name of Patent Application	Patent Application Number	Date of Filing	Jurisdiction of Filing
SYSTEM AND METHOD FOR MANAGING MULTIPLE QUEUES OF NON-PERSISTENT MESSAGES IN A NETWORKED ENVIRONMENT	12153305.3, 2012-019956	02/01/12, 02/01/12	EP, JP
PRESERVING THE STATE OF AN AVATAR ASSOCIATED WITH A PHYSICAL LOCATION IN AN AUGMENTED REALITY ENVIRONMENT	[TBD]	03/02/18	US

SCHEDULE C

Trademarks

If None, check this box:

Trademarks:

Trademark	Trademark Number	Date of Filing (registration date for non-US marks)	Jurisdiction of Filing	Name of trademark holder if other than Parent
WITHME	4576599	11/02/2012	US	
IMVU	3977135	10/07/2010	US	
C	3384214	02/20/2007	US	
IMVU	3323556	02/20/2007	US	
IMVU	3323555	02/20/2007	US	
IMVU	3323554	02/20/2007	US	
IMVU	3384212	02/20/2007	US	
IMVU	3323489	02/16/2007	US	
IMVU	3323488	02/16/2007	US	
IMVU	3323487	02/16/2007	US	
IMVU	3384205	02/16/2007	US	
WITHMOJI	5213891	10/25/2016	US	
IMVU	1164984	24 Sep 2007	Australia	
IMVU	TMA722451	27 Aug 2008	Canada	
IMVU	5932235	14 Apr 2010	China	
IMVU	5932236	14 Feb 2010	China	
IMVU	5932237	14 Apr 2010	China	

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Trademark	Trademark Number	Date of Filing (registration date for non-US marks)	Jurisdiction of Filing	Name of trademark holder if other than Parent
IMVU	9400426	28 Aug 2012	China	
IMVU	5734124	28 Mar 2008	EUTM	
IMVU	5143019	20 Jun 2008	Japan	
IMVU	1020670	24 Jan 2008	Mexico	
IMVU	1059222	29 Aug 2008	Mexico	
IMVU	1020671	24 Jan 2008	Mexico	
IMVU	1027548	28 Feb 2008	Mexico	
IMVU	1037027	28 Apr 2008	Mexico	
IMVU	243830	24 Jan 2008	Norway	
IMVU	T07/09586I	3 May 2007	Singapore	
IMVU	T07/09587G	3 May 2007	Singapore	
IMVU	T07/09588E	3 May 2007	Singapore	
IMVU	T07/09590G	3 May 2007	Singapore	
IMVU	T07/19346A	27 Sep 2007	Singapore	
IMVU	560544	24 Jul 2007	Switzerland	
IMVU	1059824	1 Nov 2010	Australia	
IMVU	TMA847067	26 Mar 2013	Canada	
IMVU	1059824	1 Nov 2010	China	
IMVU	1059824	1 Nov 2010	EUTM	
IMVU	1059824	1 Nov 2010	Japan	

Trademark	Trademark Number	Date of Filing (registration date for non-US marks)	Jurisdiction of Filing	Name of trademark holder if other than Parent
IMVU	1204288	28 Feb 2011	Mexico	
IMVU	1201033	11 Feb 2011	Mexico	
IMVU	1201034	11 Feb 2011	Mexico	
IMVU	1264508	2 Feb 2012	Mexico	
IMVU	1201035	11 Feb 2011	Mexico	
IMVU	1280373	19 Apr 2012	Mexico	
IMVU	1059824	1 Nov 2010	Norway	
IMVU	1059824	1 Nov 2010	Singapore	
IMVU	1059824	1 Nov 2010	Switzerland	
IMVU	1059824	1 Nov 2010	WIPO	
WITHME	1185849	30 Apr 2013	Australia	
WITHME	TMA954626	8 Nov 2016	Canada	
WITHME	11715327	14 Apr 2014	China	
WITHME	11715328	14 Apr 2014	China	
WITHME	11715329	14 Apr 2014	China	
WITHME	11715331	14 Apr 2014	China	
WITHME	11724456	14 May 2015	China	
WITHME	1185849	30 Apr 2013	EUTM	
WITHME	2427452	5 Sep 2014	India	
WITHME	2427453	10 Sep 2016	India	

Trademark	Trademark Number	Date of Filing (registration date for non-US marks)	Jurisdiction of Filing	Name of trademark holder if other than Parent
WITHME	2427455	5 Sep 2014	India	
WITHME	2427456	11 Sep 2016	India	
WITHME	2427457	15 Sep 2014	India	
WITHME	1406808	25 Oct 2013	Mexico	
WITHME	1432028	6 Feb 2014	Mexico	
WITHME	1455624	20 May 2014	Mexico	
WITHME	1530957	21 Apr 2015	Mexico	
WITHME	1407061	28 Oct 2013	Mexico	
WITHME	1185849	30 Apr 2013	Norway	
WITHME	45-0048756	28 Mar 2014	Republic of Korea (South)	
WITHME	1185849	30 Apr 2013	Singapore	
WITHME	1185849	30 Apr 2013	Switzerland	
WITHME	01836915	16 Apr 2017	Taiwan	
WITHME	1185849	30 Apr 2013	WIPO	
WITHMOJI	1354388	20 Apr 2017	Australia	
WITHMOJI	1354388	20 Apr 2017	EUTM	
WITHMOJI	1354388	20 Apr 2017	India	
WITHMOJI	1354388	20 Apr 2017	Singapore	
WITHMOJI	1354388	20 Apr 2017	United Kingdom	
WITHMOJI	1354388	20 Apr 2017	WIPO	

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Trademark Applications:

Trademark	Trademark Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Parent
IMVU	87677276	11/08/2017	US	
IMVU	5932234		China	
WITHME	11715330		China	
WITHME	2427454		India	
WITHMOJI	1834337		Canada	
WITHMOJI	23769275		China	
WITHMOJI	23769276		China	
WITHMOJI	23769277		China	
WITHMOJI	1354388		Japan	
WITHMOJI	1354388		Mexico	
WITHMOJI	1354388		Norway	
WITHMOJI	1354388		Republic of Korea (South)	
WITHMOJI	1354388		Switzerland	
WITHMOJI	106024097		Taiwan	
WITHMOJI	1354388		Norway	

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