

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638678

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900593603		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meca Holdings IP LLC		01/26/2021	Corporation:
RECEIVING PARTY DATA			
Name:	TED KORIN		
Street Address:	266 Merrick Road STE 103		
City:	Lynbrook		
State/Country:	NEW YORK		
Postal Code:	11563		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90470550	PURETALK AI	
Serial Number:	90470551	VOICE OF AI	
Serial Number:	90470553	HUMANIZING AI	
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:	7323798128		
Email:	h@eichenblattlaw.com		
Correspondent Name:	Howard Eichenblatt		
Address Line 1:	7420 Ridge Blvd. 4P		
Address Line 4:	Brooklyn, NEW YORK 11209		
ATTORNEY DOCKET NUMBER:	ASSIGNMENT-PURETALKTMS-01		
NAME OF SUBMITTER:	Howard Eichenblatt		
SIGNATURE:	/Howard Eichenblatt/		
DATE SIGNED:	04/12/2021		
Total Attachments: 5			
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (Ted Korin)#page1.tif			

source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (Ted Korin)#page2.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (Ted Korin)#page3.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (Ted Korin)#page4.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (Ted Korin)#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of December 31, 2020 (the "Effective Date") by and between Ted Korin, the creditor (the "Creditor") with principal address at 1065 Seawane Drive, Hewlett, NY, 11557 and Meca Holdings IP LLC, the debtor (the "Debtor"), a New York business with principal address at 266 Merrick Road STE 103, Lynbrook, New York 11563.

WHEREAS, in consideration of and as a condition to one or more loans (the "Loan", identified on Schedule B) provided by the Creditor to the Debtor, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the Loan, Debtor hereby represents, warrants, covenants and agrees as follows:

1. **INTELLECTUAL PROPERTY PLEDGE.** To secure its obligations under the Loan, Debtor grants and pledges to Creditor a security interest in all of Debtor's right, title, and interest in, to, and under its current and future Copyrights, Patents, and Trademarks, (including without limitation those copyright, patent, and trademark listed on Schedule B hereto), and including without limitation all proceeds thereof, such as, by way of example but not by way of limitation, license royalties, the proceeds of infringement suits, and the right to sue for past, present, and future infringements (the "Collateral").

Copyrights herein means any copyright, whether registered or unregistered, published or unpublished, registered in any IP Filing Office, established in any country, and any renewal or extension thereof.

Patents herein means any patent, whether issued or a pending applicant, utility or design, a continuation, continuation-in-part, divisional, reissuance, or re-examination, filed in any IP Filing Office, established in any country, and any and all inventions described or claimed therein.

Trademarks herein means any trademark, service mark, certification mark, trade name, or other types of source identifier, whether statutory or common law, and whether registered or unregistered, a corporate or company name, business name, trade style, design, logo, or trade dress, the goodwill of the business connected with the use of or symbolized by the trademark or service mark, and any registrations, renewals, applications, and other filings for any trademarks in any IP Filing Office, and established in any country.

This security interest is granted in conjunction with and in addition to the security interest granted in other Loan Documents, and those which are now or hereafter available to Creditor as a matter of law or equity.

2. **ATTESTATIONS.** Debtor attests to be the record owner of the Collateral and that there are no gaps in the chain of title to the Collateral. Debtor has not transferred or agreed to transfer any of the Collateral. No third party has a contractual right to require Debtor to transfer any of the Collateral. Debtor shall not transfer any of the Collateral without the express permission of Creditor.

Debtor shall take all reasonably necessary steps to maintain the registrations of all registered Collateral in full force and effect and prevent any material Collateral from being abandoned, forfeited, or dedicated to the public, except to the extent that (i) Debtor determines in its reasonable business judgement that such Collateral has minimal commercial value and is no longer used in or useful to the operation of Debtor's business, (ii) the failure to take any such steps will not materially affect the value of the Collateral taken as a whole, or (iii) the economic costs of such action would materially outweigh the probably economic benefits.

Debtor shall notify Creditor within 30 days of registering or filing an application for any Intellectual Property not already included in Schedule B.

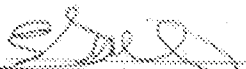
3. **PERFECTION.** This Agreement creates a valid security interest in all of the Collateral in which Debtor now has a right or interest, and will create a valid security interest in each other item of Collateral when the Debtor acquires a right or interest in it. Debtor shall file a security interest assignment for any future Intellectual Property in the appropriate IP Office within two months of obtaining a grant or other issuance thereof.
4. **ENFORCEMENT.** In the event of a default by the Debtor on the Loan or bankruptcy, the Creditor may take (i) possession of any tangible or electronic embodiment of the Collateral, (ii) prepare and advertise the Collateral for sale, lease, license, or other disposition, (iii) institute, defend, or settle legal proceedings to collect on or enforce Debtor's rights and remedies against other parties on account of any Collateral, (iv) pay, discharge, purchase, contract for, or compromise any actual or threatened lien on the Collateral that in Creditor's opinion may be prior or superior to Creditor's, and (v) dispose of any Collateral at public or private sale, lease, license, or other disposition, at Creditor's offices or elsewhere, at such prices as Creditor may deem acceptable, for cash or on credit, without assumption of any credit risk.
5. **BINDING ON SUCCESSORS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

6. **APPLICABLE LAW.** This Agreement shall be construed in accordance with and governed by the laws of New York and under the jurisdiction of the New York courts.

7. **SIGNATORIES.**

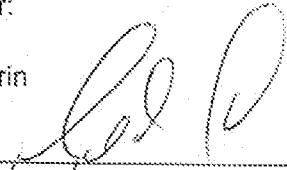
Debtor:

Meca Holdings IP LLC

By:  Date: 1/26/2021

Creditor:

Ted Korin

By:  Date: 1/26/2021

SCHEDULE A

The Loan

Principal: \$371,484 USD
Date of loan: Oct. 1, 2020
Annual interest, compounded monthly: 10%

SCHEDULE B

Copyrights

Filing Date		Registration No.

Trademarks

Filing Date	Serial No.	Registration No.	Mark
1/16/21	90470550		PureTalk AI
1/16/21	90470551		Voice of AI
1/16/21	90470553		HumanizingAI

Patents

Filing Date	Application No.	Patent No.
12/25/20	63130618	