

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT163767

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	508367130

CONVEYING PARTY DATA

Name	Execution Date
TOGETHER LABS, INC.	12/22/2022

RECEIVING PARTY DATA

Company Name:	OCEAN II PLO LLC
Street Address:	800 MENLO AVE
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	11100701
Patent Number:	10846902
Patent Number:	10116598
Patent Number:	9578081
Patent Number:	9425974
Patent Number:	9443271
Patent Number:	8799400
Patent Number:	8650134
Patent Number:	7912793
Patent Number:	8290881
Patent Number:	7342587
Patent Number:	7995064

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.

Phone: 3125805053
 Email: jgambulos@thompsoncoburn.com
 Correspondent Name: JAMES GAMBULOS
 Address Line 1: 55 EAST MONROE STREET

PATENT

Address Line 4: CHICAGO, ILLINOIS 60603

NAME OF SUBMITTER: James Gambulos

SIGNATURE: James Gambulos

DATE SIGNED: 03/01/2024

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 27

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”) is entered into as of December 22, 2022 by and between **OCEAN II PLO LLC**, a California limited liability company, with an office at 400 Oyster Point Boulevard, Suite 229, South San Francisco, CA 94080 in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, “Agent”), and **TOGETHER LABS, INC.**, a Delaware corporation, with its principal place of business located at 901 Marshall Street, Suite 200, Redwood City, CA 94063 (“Grantor”).

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement, of even date herewith, by and among Agent, the lenders party thereto from time to time (collectively, the “Lenders”), Grantor, IMVU, LLC, a Delaware limited liability company (“IMVU”), WithMe Entertainment LLC, a Delaware limited liability company (“WithMe”), MetaJuice Holdings, Inc. a Delaware corporation (“Meta Holdings”), and MetaJuice US, Inc., a Delaware corporation (“Meta US”) (each of Grantor, IMVU, WithMe, Meta Holdings and Meta US, a “Borrower” and collectively the “Borrowers”) (as the same may be amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to the Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Borrowers to the Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 the Borrowers’ obligations to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Borrowers’ obligations to the Lenders, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing,

created, acquired or held, including without limitation those registered Copyrights set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (excluding any “intent-to-use” trademarks 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 the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law), including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral 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 Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California, or any other jurisdiction).

[Remainder of the page intentionally left blank. Signature page to follow.]

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:

TOGETHER LABS, INC.,
a Delaware corporation

DocuSigned by:
By: Harman Singh
94BEE595880C4CC...
Name: Harman Singh
Title: Chief Financial Officer

AGENT:

OCEAN II PLO LLC,
a California limited liability company

By: Structural Capital Management Company II, LP,
a Delaware limited partnership,
its Manager

By: Structural Capital GP, LLC,
a Delaware limited liability company,
its General Partner

DocuSigned by:
By: Kai Tse
00DF39B80568460...
Name: Kai Tse
Title: Managing Member

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

Publication Number	Application Number	Registration Number	Title	Jurisdiction	Owner
20210183140	16/717,673	11100701	METHOD AND APPARATUS FOR IMPLEMENTING A GLOW CHARACTERISTIC ON GRAPHICS OBJECTS WITHIN MULTIPLE GRAPHICS LIBRARY ENVIRONMENTS	US	IMVU, Inc.
20190272661	16/289,629	10846902	PRESERVING THE STATE OF AN AVATAR ASSOCIATED WITH A PHYSICAL LOCATION IN AN AUGMENTED REALITY ENVIRONMENT	US	IMVU, Inc.
20160359777	15/240,743	10116598	SYSTEM AND METHOD FOR INCREASING CLARITY AND EXPRESSIVENESS IN NETWORK COMMUNICATIONS	US	IMVU, Inc.
20140280522	14/292,926	9578081	SYSTEM AND METHOD FOR PROVIDING AN ACTIVELY INVALIDATED CLIENT-SIDE NETWORK RESOURCE CACHE	US	IMVU, Inc.
20140181229	14/190,059	9425974	SYSTEM AND METHOD FOR INCREASING CLARITY AND EXPRESSIVENESS IN NETWORK COMMUNICATIONS	US	IMVU, Inc.
20140052794	13/586,551	9443271	SYSTEM AND METHOD FOR INCREASING CLARITY AND EXPRESSIVENESS IN NETWORK COMMUNICATIONS	US	IMVU, Inc.
20120198004	13/019,505	8799400	SYSTEM AND METHOD FOR MANAGING MULTIPLE QUEUES OF NON-PERSISTENT MESSAGES IN A NETWORKED ENVIRONMENT	US	IMVU, Inc.

20130006851	13/610,418	8650134	COMPUTER-IMPLEMENTED HIERARCHICAL REVENUE MODEL TO MANAGE REVENUE ALLOCATIONS AMONG DERIVED PRODUCT DEVELOPERS IN A NETWORKED SYSTEM	US	IMVU, Inc.
	11/035,926	7912793	COMPUTER-IMPLEMENTED METHOD AND APPARATUS TO ALLOCATE REVENUE FROM A DERIVED AVATAR COMPONENT	US	IMVU, Inc.
20110167017	13/050,237	8290881	COMPUTER-IMPLEMENTED METHOD AND APPARATUS TO ALLOCATE REVENUE FROM A DERIVED DIGITAL COMPONENT	US	IMVU, Inc.
20070002057	11/242,360	7342587	COMPUTER-IMPLEMENTED SYSTEM AND METHOD FOR HOME PAGE CUSTOMIZATION AND E-COMMERCE SUPPORT	US	IMVU, Inc.
20060077205	11/213,492	7995064	COMPUTER-IMPLEMENTED CHAT SYSTEM HAVING DUAL CHANNEL COMMUNICATIONS AND SELF-DEFINING PRODUCT STRUCTURES	US	IMVU, Inc.
1020120089591	1020120010536	1016623520000	METHOD AND SYSTEM FOR MANAGING MULTIPLE QUEUES OF A NON-PERSISTENT MESSAGE IN A NETWORK ENVIRONMENT CAPABLE OF MANAGING MULTIPLE QUEUES USING A QUEUE PROCESSOR	KR	IMVU INC.
2012160189	2012019956	5898980	METHOD, SYSTEM AND STORAGE MEDIUM FOR MANAGING MULTIPLE QUEUES OF NON-PERSISTENT MESSAGES IN NETWORKED ENVIRONMENT	JP	INVIEW INC

2485443	12153305		SYSTEM AND METHOD FOR MANAGING MULTIPLE QUEUES OF NON-PERSISTENT MESSAGES IN A NETWORKED ENVIRONMENT	EP	IMVU INC
2885764	13829540		SYSTEM AND METHOD FOR INCREASING CLARITY AND EXPRESSIVENESS IN NETWORK COMMUNICATIONS	EP	IMVU INC
WO/2020/131525	PCT/US2019/065744		SYSTEM AND METHOD FOR EXTRACTING CHARACTERISTICS FROM A DIGITAL PHOTO AND AUTOMATICALLY GENERATING A THREE-DIMENSIONAL AVATAR	WIPO	IMVU, INC.
WO/2019/169329	PCT/US2019/020401		PRESERVING THE STATE OF AN AVATAR ASSOCIATED WITH A PHYSICAL LOCATION IN AN AUGMENTED REALITY ENVIRONMENT	WIPO	IMVU, INC.
WO/2019/126389	PCT/US2018/066603		AUTOMATIC OBFUSCATION ENGINE FOR COMPUTER-GENERATED DIGITAL IMAGES	WIPO	IMVU, INC.
WO/2014/028409	PCT/US2013/054591		SYSTEM AND METHOD FOR INCREASING CLARITY AND EXPRESSIVENESS IN NETWORK COMMUNICATIONS	WIPO	IMVU, INC.
2592217	2592217	CA 2592217	A COMPUTER-IMPLEMENTED HIERARCHICAL REVENUE MODEL TO MANAGE REVENUE ALLOCATIONS AMONG DERIVED PRODUCT DEVELOPERS IN A NETWORKED SYSTEM	CA	IMVU, INC.
	10-2074022		SYSTEM AND METHOD FOR INCREASING CLARITY AND EXPRESSIVENESS IN NETWORK COMMUNICATIONS	KR	

2015534664	2015527521	6306008	ネットワーク通信における明確さ及び表現力を増大させるシステム及び方法	JP	インヴェュー, インコーポレイテッド
2006205044	2006205044		MANAGING REVENUE ALLOCATIONS AMONG PRODUCT DEVELOPERS IN A NETWORKED SYSTEM	AU	Avatar Factory Corporation
1938279	6815128		A COMPUTER-IMPLEMENTED SYSTEM AND METHOD FOR HOME PAGE CUSTOMIZATION AND E-COMMERCE SUPPORT	EP	AVATAR FACTORY CORP
2009510607	2008533455		ホームページカスタマイズ化及び電子商取引サポートのためのコンピュータにより実現されるシステム及び方法	JP	インヴェュー, インコーポレイテッド
WO/2007/041013	PCT/US2006/036868		A COMPUTER-IMPLEMENTED SYSTEM AND METHOD FOR HOME PAGE CUSTOMIZATION AND E-COMMERCE SUPPORT	WIPO	AVATAR FACTORY CORPORATION
1836684	6718005		A COMPUTER-IMPLEMENTED HIERARCHICAL REVENUE MODEL TO MANAGE REVENUE ALLOCATIONS AMONG DERIVED PRODUCT DEVELOPERS IN A NETWORKED SYSTEM	EP	Avatar Factory Corporation
101305393	200680002282		A COMPUTER-IMPLEMENTED HIERARCHICAL REVENUE MODEL TO MANAGE REVENUE ALLOCATIONS AMONG DERIVED PRODUCT DEVELOPERS IN A	CN	Avatar Factory Corporation

			NETWORKED SYSTEM		
2008527567	2007551330		ネットワーク化されたシステムにおける派生製品開発者間の歳入割り振りを管理するための、コンピュータ実装された階層式歳入モデル	JP	インビュー, インコーポレイテッド
WO/2006/076385	PCT/US2006/000878		MANAGING REVENUE ALLOCATIONS AMONG PRODUCT DEVELOPERS IN A NETWORKED SYSTEM	WIPO	Avatar Factory Corporation
2012014725	2011202060		COMPUTER-IMPLEMENTED HIERARCHICAL REVENUE MODEL FOR MANAGING REVENUE ALLOCATIONS AMONG DERIVED PRODUCT DEVELOPERS IN NETWORKED SYSTEM	JP	INVIEW INC

EXHIBIT C

TRADEMARKS

Trademark	Databases	Owner/Applicant	Status	Application date	Registration date	Application number	Registration number	Additional information
VCOIN	Brazil	IMVU, Inc.	Registered	Dec 12, 2020	Apr 26, 2022	501580673		
VCOIN	Brazil	Together Labs, Inc.	Registered	Dec 12, 2020	Apr 26, 2022	501580876		
VCOIN	Cayman Islands	IMVU, Inc.; _TOGETHER LABS, INC.; _Kadre Holdings, Inc. 1001 Marshall Street Suite 100 Redwood City, CA 94063 United States of America	Filed	Jul 21, 2020		T0001657		
V VCOIN	Cayman Islands	IMVU, INC.; _TOGETHER LABS, INC.; _Kadre Holdings, Inc. 1001 Marshall Street Suite 100 Redwood City, CA 94063 United States of America	Filed	Nov 10, 2020		T0001794		
V VCOIN	Cayman Islands	IMVU, INC.; _TOGETHER LABS, INC.; _Kadre Holdings, Inc. 1001 Marshall Street Suite 100 Redwood City, CA 94063 United States of America	Filed	Nov 10, 2020		T0001795		
V	Cayman Islands	IMVU, INC.; _TOGETHER LABS, INC.; _Kadre Holdings, Inc. 1001 Marshall Street Suite 100 Redwood City, CA 94063 United States of America	Filed	Nov 10, 2020		T0001796		

WITHME	Republic of Korea	Together Labs, Inc. 투게더 랩스, 인크. [Together Labs, Inc. tuggedeo laebseu, inkeu.]	Registered	Dec 14, 2012	Mar 28, 2014	4520120006527	4500487560000	
imvu im-vu	Singapore	Together Labs, Inc.	Registered	Nov 1, 2010	Nov 1, 2010	T1017346H		
TOGETHER LABS	US (USPTO)	TOGETHER LABS, INC.	Filed	Nov 11, 2020		90313254 ¹		
C & design	WIPO	Together Labs, Inc.	Registered		Sep 29, 2010	1053265		Australia, Switzerland, European Union, Japan, Norway, Singapore
imvu	WIPO	Together Labs, Inc.	Registered		Nov 1, 2010	1059824		Australia, Switzerland, China, European Union, Japan, Norway, Singapore
WITHMOJI	WIPO	Together Labs, Inc.	Registered		Apr 20, 2017	1354388		Australia, Switzerland, European Union, United Kingdom, India, Japan, Republic of Korea, Mexico, Norway, Singapore

Trademark	Databases	Owner/ApPLICANT	Status	Application date	Registration date	Application number	Registration number	
IMVU	Australia	IMVU, Inc. a Delaware corporation	Registered	Mar 8, 2007	Sep 24, 2007	1164984		
VCOIN	Brazil	IMVU, INC.	Registered	Aug 29, 2019	May 5, 2020	<u>9180843</u> <u>34</u>		

¹ Any pending "intent-to-use" trademarks identified in this Schedule are excluded from this security interest 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 the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

VCOIN	Brazil	IMVU, INC.	Registered	Aug 29, 2019	May 5, 2020	<u>9180843</u> <u>42</u>		
IMVU	Canada	IMVU, Inc. (a Delaware corporation)	Registered	May 8, 2007	Aug 27, 2008	<u>1347428</u> <u>00</u>	TMA72245 1	
C	Canada	IMVU, Inc.	Registered	Sep 30, 2010	Nov 16, 2011	<u>1497989</u> <u>00</u>	TMA81183 5	
IMVU	Canada	IMVU, Inc. (a Delaware corporation)	Registered	Dec 16, 2010	Mar 26, 2013	<u>1508865</u> <u>00</u>	TMA84706 7	
WITHME	Canada	IMVU, Inc.	Registered	May 1, 2013	Nov 8, 2016	<u>1624984</u> <u>00</u>	TMA95462 6	
WITHMOJI	Canada	IMVU, INC.	Registered	Apr 25, 2017	Nov 4, 2019	<u>1834337</u> <u>00</u>	TMA10617 29	
IMVU	China	IMVU 公司 [IMVU gōng sī]	Registered	Apr 28, 2011	Aug 28, 2012	9400426		
IMVU	China	IMVU 公司 [IMVU gōng sī]	Registered	Mar 6, 2007	Apr 14, 2010	5932235		

图形		IMVU 公司 [IMVU gōng sī]						
	China		Registered	Oct 18, 2011	Dec 14, 2012	1007770 5		
IMVU		IMVU 公司 [IMVU gōng sī]						
	China		Registered	Mar 6, 2007	Feb 14, 2010	5932236		
IMVU		IMVU 公司 [IMVU gōng sī]						
	China		Registered	Mar 6, 2007	Apr 14, 2010	5932237		
WITHMOJI		爱福游 公司 IMVU , INC.						
	China		Registered	Apr 25, 2017	Apr 14, 2018	2376927 6	23769276	
VCOIN		爱福游 公司 IMVU , INC.						
	China		Registered	Jan 21, 2016	Feb 28, 2017	1895642 6	18956426	
WITHMOJI		爱福游 公司 IMVU , INC.						
	China		Registered	Apr 25, 2017	Apr 14, 2018	2376927 7	23769277	
WITHMOJI		爱福游 公司 IMVU , INC.						
	China		Registered	Apr 25, 2017	Apr 14, 2018	2376927 5	23769275	
VCOIN		爱福游 公司 IMVU , INC.						
	China		Registered	July 19, 2016	Sep 14, 2017	2069477 8	20694778	

爱福游	China	爱福游 公司 IMVU , INC.	Registered	Oct 17, 2019	July 7, 2020	4169117 1	41691171	
爱福游	China	爱福游 公司 IMVU , INC.	Registered	Oct 17, 2019	June 21, 2020	4169372 1	41693721	
同我游	China	爱福游 公司 IMVU , INC.	Registered	Oct 17, 2019	June 28, 2020	4169762 5	41697625	
爱福游	China	爱福游 公司 IMVU , INC.	Registered	Oct 17, 2019	June 21, 2020	4170347 4	41703474	
爱福游	China	爱福游 公司 IMVU , INC.	Registered	Oct 17, 2019	July 14, 2020	4169671 8	41696718	
同我游	China	爱福游 公司 IMVU , INC.	Registered	Oct 17, 2019	Aug 7, 2020	4169120 0	41691200	
同我游	China	爱福游 公司 IMVU , INC.	Registered	Oct 17, 2019	June 21, 2020	4169222 8	41692228	
爱福游	China	爱福游 公司 IMVU , INC.	Registered	Oct 17, 2019	Aug 7, 2020	4169680 7	41696807	

同我游	China	爱福游公司 IMVU, INC.	Registered	Oct 17, 2019	Aug 7, 2020	41703503	41703503	
同我游	China	爱福游公司 IMVU, INC.	Registered	Oct 17, 2019	Aug 7, 2020	41687240	41687240	
同我游	China	爱福游公司 IMVU, INC.	Registered	Oct 17, 2019	June 21, 2020	41691092	41691092	
爱福游	China	爱福游公司 IMVU, INC.	Registered	Oct 17, 2019	June 28, 2020	41693683	41693683	
爱福游	China	爱福游公司 IMVU, INC.	Registered	Oct 17, 2019	June 28, 2020	41694906	41694906	
同我游	China	爱福游公司 IMVU, INC.	Registered	Oct 17, 2019	July 21, 2020	41683940	41683940	
WITHME	China	爱福游公司 IMVU, INC.	Registered	Aug 29, 2019	Apr 14, 2020	40682622	40682622	
WITHME	China	爱福游公司 IMVU, INC.	Registered	Aug 29, 2019	Aug 21, 2020	40685835	40685835	

WITHME	China	爱福游 公司 IMVU , INC.	Registered	Aug 29, 2019	Apr 14, 2020	4068554 1	40685541	
WITHME	China	爱福游 公司 IMVU , INC.	Registered	Aug 29, 2019	Apr 14, 2020	4070520 8	40705208	
WITHME	China	爱福游 公司 IMVU , INC.	Registered	Aug 29, 2019	Oct 14, 2020	4070888 6	40708886	
WITHME	China	爱福游 公司 IMVU , INC.	Registered	Nov 8, 2012	Apr 14, 2014	1171532 8	11715328	
WITHME	China	爱福游 公司 IMVU , INC.	Registered	Nov 8, 2012	May 21, 2014	1171533 0	11715330	
WITHME	China	爱福游 公司 IMVU , INC.	Registered	Nov 8, 2012	Apr 14, 2014	1171533 1	11715331	
WITHME	China	爱福游 公司 IMVU , INC.	Registered	Nov 8, 2012	Apr 14, 2014	1171532 9	11715329	
IMVU	China	爱福游 公司 IMVU , INC.	Registered	June 21, 2019	May 14, 2021	3904713 6	39047136	

图形		爱福游公司 IMVU, INC.	Registered	Oct 21, 2020	Oct 7, 2021	50602181	50602181	
WITHME	China	爱福游公司 IMVU, INC.	Registered	Oct 21, 2020	Oct 14, 2021	50593099	50593099	
IMVU	China	爱福游公司 IMVU, INC.	Registered	Nov 5, 2019	Nov 7, 2021	42110457	42110457	
图形	China	爱福游公司 IMVU, INC.	Registered	Oct 21, 2020	June 21, 2022	50593078	50593078	
WITHME	China	爱福游公司 IMVU, INC.	Registered	Oct 21, 2020	Aug 21, 2022	50598917	50598917	
WITHME	China	爱福游公司 IMVU, INC.	Registered	Dec 28, 2020	Aug 21, 2022	52560057	52560057	
IMVU	EUIPO	IMVU, Inc	Registered	Mar 5, 2007	Mar 28, 2008	5734124		
IMVU	Gibraltar	IMVU, Inc	Registered	Mar 5, 2007	Mar 28, 2008	UK00905734124		

VCOIN	Hong Kong	IMVU, Inc.	Registered	Aug 29, 2019	Nov 3, 2020	305041566	305041566	
WithMe	Hong Kong	IMVU, Inc.	Registered	Apr 21, 2020	Nov 3, 2020	305253138	305253138	
V	Hong Kong	IMVU, Inc.	Registered	Jul 28, 2020	Dec 7, 2020	305343156	305343156	
WITHME	Hong Kong	IMVU, Inc.	Registered	Oct 27, 2020	Mar 19, 2021	305428747	305428747	
WM WithMe	Hong Kong	IMVU, Inc.	Registered	Oct 27, 2020	Mar 19, 2021	305428756	305428756	
WITHME	India	IMVU INC.. Body Incorporate	Registered	Nov 12, 2012		2427453		
WITHME	India	IMVU INC.. Body Incorporate	Registered	Nov 12, 2012		2427456		
WITHME	India	IMVU INC.. Body Incorporate	Registered	Nov 12, 2012		2427455		

WITHME	India	IMVU INC.. Body Incorpo rate	Registered	Nov 12, 2012		2427452		
WITHME	India	IMVU INC.. Body Incorpo rate	Registered	Nov 12, 2012		2427457		
WITHME	India	IMVU INC.. Body Incorpo rate	Registered	Nov 12, 2012		2427454		
IMVU	Japan	アイエ ムヴィ ユーイ ンコー ポレイ テッド アメリ カ合衆 国 カリ フォル ニア	Registered	Mar 5, 2007	June 20, 2008	2007- 018729	5143019	
IMVU	Mexico	IMVU, INC.	Registered	May 18, 2007	Jan 24, 2008	855446	1020670	
IMVU	Mexico	IMVU, INC.	Registered	May 18, 2007	Aug 29, 2008	855447	1059222	
IMVU	Mexico	IMVU, INC.	Registered	May 18, 2007	Jan 24, 2008	855449	1020671	

IMVU	Mexico	IMVU, INC.	Registered	May 18, 2007	Feb 28, 2008	855451	1027548	
IMVU	Mexico	IMVU, INC.	Registered	Jan 21, 2008	Apr 28, 2008	908510	1037027	
C	Mexico	IMVU, INC.	Registered	Oct 1, 2010	Feb 2, 2012	1123698	1264504	
IMVU	Mexico	IMVU, INC.	Registered	Oct 14, 2010	Feb 28, 2011	1127032	1204288	
IMVU	Mexico	IMVU, INC.	Registered	Oct 14, 2010	Feb 11, 2011	1127033	1201033	
IMVU	Mexico	IMVU, INC.	Registered	Oct 14, 2010	Feb 11, 2011	1127035	1201034	
IMVU	Mexico	IMVU, INC.	Registered	Oct 14, 2010	Feb 2, 2012	1127036	1264508	
IMVU	Mexico	IMVU, INC.	Registered	Oct 14, 2010	Feb 11, 2011	1127037	1201035	

C								
	Mexico	IMVU, INC.	Registered	Aug 16, 2011	Apr 19, 2012	1203374	1280372	
IMVU								
	Mexico	IMVU, INC.	Registered	Aug 16, 2011	Apr 19, 2012	1203376	1280373	
WITH ME								
	Mexico	IMVU, INC.	Registered	May 2, 2013	Oct 25, 2013	1370562	1406808	
WITH ME								
	Mexico	IMVU, INC.	Registered	May 2, 2013	Feb 6, 2014	1370563	1432028	
WITH ME								
	Mexico	IMVU, INC.	Registered	May 2, 2013	May 20, 2014	1370564	1455624	
WITH ME								
	Mexico	IMVU, INC.	Registered	May 2, 2013	Apr 21, 2015	1370566	1530957	
WITH ME								
	Mexico	IMVU, INC.	Registered	May 2, 2013	Oct 28, 2013	1370567	1407061	
WHITME								
	Mexico	IMVU, INC.	Filed	May 2, 2013		1370569		

IMVU	Norway	Imvu Inc	Registered	Jun 12, 2007	Jan 24, 2008	<u>200706645</u>	243830	
imvu	Singapore	IMVU, INC.	Registered	May 3, 2007	May 3, 2007	<u>T0709590G</u>		
imvu	Singapore	IMVU, INC.	Registered	May 3, 2007	May 3, 2007	<u>T0709588E</u>		
imvu	Singapore	IMVU, INC.	Registered	May 3, 2007	May 3, 2007	<u>T0709587G</u>		
imvu	Singapore	IMVU, INC.	Registered	May 3, 2007	May 3, 2007	<u>T0709586I</u>		
imvu	Singapore	IMVU, INC.	Registered	Sep 27, 2007	Sep 27, 2007	<u>T0719346A</u>		
IMVU	Switzerland	IMVU, Inc	Registered	May 16, 2007	Jul 24, 2007	<u>55256/2007</u>	P-560544	
WITHME	Taiwan	IMVU, INC.	Registered	Nov 14, 2012	Apr 16, 2017	101064724	1836915	

WITHMOJI	Taiwan	IMVU, INC.	Registered	Apr 25, 2017	Mar 1, 2018	1060240 97	1902899	
VCOIN	Taiwan	IMVU, INC.	Filed	Sep 3, 2019		1080579 14		
WITHME	Taiwan	IMVU, INC.	Registered	Oct 27, 2020	Sep 16, 2021	1090754 52	2169160	
WITHME	Taiwan	IMVU, INC.	Registered	Oct 27, 2020	Sep 16, 2021	1090754 53	2169161	
WITHME	Taiwan	IMVU, INC.	Registered	Apr 21, 2020	Feb 16, 2021	1090249 69	2123758	
V	Taiwan	IMVU, INC.	Registered	Aug 5, 2020	Jun 1, 2021	1090536 22	2146194	
VCOIN	Taiwan	IMVU, INC.	Registered	Sep 3, 2019	Sep 16, 2021	1108804 28	2170391	
VCOIN	Taiwan	IMVU, INC.	Filed	Sep 3, 2019		1108804 29		

C								
	United Kingdom	IMVU, Inc.	Registered	Sep 29, 2010	Sep 6, 2011	<u>UK0080</u> <u>1053265</u>		
imvu								
	United Kingdom	IMVU, Inc.	Registered	Nov 1, 2010	Nov 4, 2011	<u>UK0080</u> <u>1059824</u>		
WITHME								
	United Kingdom	IMVU, Inc.	Registered	Apr 30, 2013	Oct 21, 2014	<u>UK0080</u> <u>1185849</u>		
WITHMOJI								
	United Kingdom	IMVU, Inc.	Registered	Apr 20, 2017	Dec 11, 2017	<u>UK0080</u> <u>1354388</u>		
WithMe								
	United Kingdom	IMVU, Inc.	Registered	Apr 20, 2020	Dec 8, 2020	<u>UK0080</u> <u>1540850</u>		
IMVU								
	United Kingdom	IMVU, Inc.	Registered	Mar 5, 2007	Mar 28, 2008	<u>UK0090</u> <u>5734124</u>		
VCOIN								
	United Kingdom	IMVU, Inc.	Registered	Aug 28, 2019	Jun 26, 2020	<u>UK0080</u> <u>1500652</u>		
WITHME								
	United Kingdom	IMVU, Inc.	Registered	Apr 9, 2020	Oct 15, 2020	<u>UK0080</u> <u>1532495</u>		

Trademark	Country	Owner/ Applicant	Status	Application date	Registration date	Application number	Registration number
WITHME	China	爱福游公 司 IMVU, Inc.	Register ed	10/21/201 9	6/28/2021	41772230	41772230
WITHME	China	爱福游公 司IMVU, Inc.	Filed	7/14/2021		57681574	
VCOIN	China	爱福游公 司IMVU, Inc.	Filed	8/25/2021		58739809	
WITH ME & Device	Japan	トゥゲザ ー・ラブ ズ・イン コーポレ イテッド TOGET HER LABS, INC	Register ed	11/13/201 2	7/24/2015	2012- 092023	5780202

EXHIBIT D
MASK WORKS

None.