

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Charter Schools Development & Performance Institute		11/17/2014	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Mercantile Bank of Michigan		
Street Address:	102 South Main Street		
Internal Address:	Suite 8		
City:	Mt. Pleasant		
State/Country:	MICHIGAN		
Postal Code:	48858-2336		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3856227	AOIS	
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:	616-965-2430		
Email:	trademarks@mitchelliplaw.com		
Correspondent Name:	Mitchell Intellectual Property Law, PLLC		
Address Line 1:	1595 Galbraith Avenue SE		
Address Line 4:	Grand Rapids, MICHIGAN 49546		
ATTORNEY DOCKET NUMBER:	MERCANTILE BANK A301		
NAME OF SUBMITTER:	James A. Mitchell		
SIGNATURE:	/James Albee Mitchell/		
DATE SIGNED:	12/02/2014		
Total Attachments: 3			
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TRADEMARK

GRANT OF SECURITY INTEREST

This Grant of Security Interest (the "Grant") is made and effective this 17th day of November, 2014, by and between The Charter Schools Development & Performance Institute (the "Debtor"), and Mercantile Bank of Michigan (the "Lender").

WHEREAS, Corporate Computer, Inc has formerly granted FirstBank, which has merged with Lender, a security interest to in certain secured property in order to provide security for the repayment of indebtedness on loan transaction No. 2500293697 and on a line of credit transaction No. 2500293663 formerly extended to Debtor;

WHEREAS, Corporate Computer, Inc has merged with Debtor;

WHEREAS, Lender is renewing with Debtor the line of credit formerly extended to Debtor, and may enter into other credit relationships with Debtor;

WHEREAS, Lender requires a security interest in the secured property defined herein as a condition for extending credit to Debtor;

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. SECURED PROPERTY DEFINED

"Secured Property" means all of the Debtor's right, title, and interest in the following described property, together with all additions and substitutions to such property, and all proceeds therefrom:

All of the following which Debtor owns now or in the future, together with all parts, accessories, repairs, replacements, improvements, and accessions, and wherever located: **INVENTORY:** All Inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business. **EQUIPMENT:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create or perfect a valid security interest in all of Debtor's equipment. **ACCOUNTS AND OTHER RIGHTS TO PAYMENT:** All rights to payments, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interest (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor. **INSTRUMENTS AND CHATTEL PAPER:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the

right to payment of a monetary obligation, and tangible and electronic chattel paper.
GENERAL INTANGIBLES: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.

The foregoing to include specifically and without limitation except as specifically noted, all of the following intellectual property owned by the Debtor:

- (a) The Accountability Insight software, including source code;
- (b) United States Registered Trademark 3,856,227, including the goodwill associated therewith, for the mark AOIS, for use on Online computer services for oversight of charter schools, namely, providing temporary use of non-downloadable software that organizes, manages and processes charter school compliance information related to documentation, deadlines, electronic filings and enforcement actions;
- (c) Any and all Internet domain names used or registered by the Debtor;
- (d) And all other inventions, discoveries, improvements, designs, prototypes, trade secrets, manufacturing and engineering drawings, process sheets, specifications, bills of material, patents, patent applications, registered and unregistered copyrights and copyright rights in both published and unpublished works, registered and unregistered trademarks, registered and unregistered trade names, formulae and secret and confidential processes, know-how, technology, process technology, customer lists, computer software, data, databases and other industrial property (whether patentable or unpatentable), all rights to sue for infringement of any of the foregoing, all renewals or extensions of any of the foregoing, and all goodwill of the Debtor relating to any of the foregoing;
- (e) but specifically excluding the license between Central Michigan University Center for Charter Schools (CMU) and the Debtor, for CMU's AOIS software, entered into on December 16, 2009.

2. GRANT OF SECURITY INTEREST IN SECURED PROPERTY.

The Debtor hereby pledges and grants to the Lender a continuing security interest in and to the SECURED PROPERTY in order to secure the full and timely payment of any indebtedness now existing, and any indebtedness to the Lender which Debtor incurs in the future, and to secure the performance of all other obligations of the Debtor to and for the Lender as and when due, as set forth in any additional current or future SECURITY AGREEMENTS.

3. ADDENDUM TO SECURITY AGREEMENTS

This agreement is an addendum to any current or future SECURITY AGREEMENTS, and the security interest granted herein is subject to all of the terms and conditions of said SECURITY AGREEMENTS.


4. ESCROW AGREEMENT

Debtor will place in escrow with an escrow agent of Lender's selection, the Accountability Insight software, and all additional materials necessary for Lender to enable Lender to make any use or disposition of said Accountability Insight software which is permitted to Lender in the event of Default under said SECURITY AGREEMENTS.

IN WITNESS WHEREOF, the Parties have executed this Grant of Security Interest as of the date first above written.

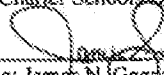
LENDER

Mercantile Bank of Michigan

By: 
Name: Robert S. Kilmczak
Title: Vice President

THE DEBTOR

The Charter Schools Development & Performance Institute

By: 
Name: James N. Gogginer
Title: President and CEO