

900449531 05/04/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472757

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mango IP Holdings, LLC		05/03/2018	Limited Liability Company - MICHIGAN
RECEIVING PARTY DATA			
Name:	Level One Bank		
Street Address:	32991 Hamilton Court		
City:	Farmington Hills		
State/Country:	MICHIGAN		
Postal Code:	48334		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3560833	MANGO LANGUAGES	
Registration Number:	4246501	MANGO	
Registration Number:	4462615	MANGO PREMIERE	
Registration Number:	4662800	MANGO LANGUAGES	
Registration Number:	5034188	M	
CORRESPONDENCE DATA			
Fax Number:	2486427791		
<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:	(248) 642-3612		
Email:	bnk@dmms.com		
Correspondent Name:	Wayne S. Segal		
Address Line 1:	39533 Woodward Avenue		
Address Line 2:	Suite 200		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Wayne S. Segal		
SIGNATURE:	/Wayne S. Segal/		
DATE SIGNED:	05/04/2018		
Total Attachments: 3			

OP \$140.00 3560833

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "IP Security Agreement") is entered into this 3rd day of May, 2018, by and between MANGO IP HOLDINGS, LLC, a Michigan limited liability company with a place of business at 30445 Northwestern Highway, #300, Farmington Hills, Michigan 48334 (the "Obligor") and LEVEL ONE BANK, a Michigan banking corporation with a place of business at 32991 Hamilton Court, Farmington Hills, Michigan 48334 (the "Lender").

RECITALS

This IP Security Agreement is a supplement to that certain Continuing Security Agreement (All Assets), dated as of the date herein, by and between the Obligor and the Lender (the "Loan Security Agreement").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Loan Security Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Loan Security Agreement, the definitions, terms or provisions of the Loan Security Agreement shall control.

This IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO") and the US Copyright Office, which sets forth the Obligor's pledge of its intellectual property as security for the Liabilities the Obligor owes the Lender as set forth in the Loan Security Agreement and all other Loan Documents.

GRANT OF SECURITY INTEREST

The Obligor hereby grants to the Lender a security interest in and lien on all of the intellectual property assets owned by the Obligor, including without limitation all patents, trademarks, and copyrights set forth in Schedule 1, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, as well as (i) all provisional and non-provisional patent applications, issued patents including those based on continuation, continuation-in-part, divisional and substitute applications, patents resulting from a reissue or reexamination proceeding, and any foreign equivalents and improvements thereof, (ii) all copyright rights to any works of authorship or other copyrightable subject matter, copyright registrations, applications for copyright registrations, rights of renewal and unregistered copyrights, (iii) all source code associated with such intellectual property, (iv) any registration or application for registration of trademarks and service marks, unregistered trademarks and service marks, trade dress, logos, designs, fictitious business names, any business identifiers and any other indicia of origin, (v) all goodwill of the business of the Obligor connected with the use of, or otherwise symbolized by, such intellectual property, (vi) all rights to sue for infringement of such intellectual property, and (vii) all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto), in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively the "Intellectual Property Collateral").

REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements, and obligations set forth in the Loan Security Agreement are restated and incorporated herein by reference.

[Remainder of the page is blank. Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.

OBLIGOR:

MANGO IP HOLDINGS, LLC,
a Michigan limited liability company

By: 

Jason Teshuba, Manager

LENDER:

LEVEL ONE BANK,
a Michigan banking corporation

By: 

Jaime Johnson, Vice President

SCHEDULE 1

Intellectual Property Collateral

PATENTS

AttorneyRef	Country	Status	Title	PriorityDate	FilingDate	ApplicationNum	PublicationDate	PublicationNum
MANGO-16081-315	United States	Pending	SYSTEM AND METHOD FOR LANGUAGE LEARNING THROUGH FILM	5/13/2013	11/11/2015	14/099,491	5/12/2016	US 2016/013315A

TRADEMARKS

AttorneyRef	Country	Status	Title	PriorityDate	FilingDate	ApplicationNum	Reg. Num	Reg. Date
MANGO-18034	United States	Issued	MANGO LANGUAGES AND DESIGN	6/3/2008	6/3/2008	77480216	3566639	1/19/2009
MANGO-18032	United States	Issued	MANGO	10/13/2010	10/13/2010	85151834	4246503	11/20/2012
MANGO-18033	United States	Issued	MANGO PREMIER	5/29/2013	5/29/2013	84944888	4462015	1/7/2014
MANGO-18034	United States	Issued	MANGO LANGUAGES AND DESIGN	3/5/2014	5/5/2014	86271154	4682930	11/26/2014
MANGO-19004-CA	Canada	Issued	MANGO LANGUAGES AND DESIGN	3/5/2014	10/30/2014	1709477	TMAR930351	8/9/2016
MANGO-18006	United States	Repeal	M WITH ACCENT DESIGN	12/18/2014	12/18/2014	9684652	5834185	8/6/2015
MANGO-18009-EM	EU Community	Issued	MANGO AND DESIGN	9/29/2015	9/29/2016	15874779	15874779	1/26/2017