

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584469

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900546090		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pongalo Inc.		04/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 W. Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88254402	PONGALO NOVELACLUB	
Serial Number:	88060223	PONGALO	
Serial Number:	87882295	MOOVIMEX	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA PIPER LLP (USA)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	07/02/2020		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 22, 2020 by and between COMERICA BANK ("Bank") and PONGALO INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has made loans to VIX, INC. (F/K/A BATANGA, INC.) ("Borrower"), which is the parent company of Grantor, pursuant to a Loan and Security Agreement dated as of December 8, 2016 (as amended, restated, amended and restated or otherwise modified from time to time, including, without limitation, by that certain First Amendment to Loan and Security Agreement and Waiver dated as of June 23, 2017, that certain Second Amendment to Loan and Security Agreement dated as of November 27, 2017, that certain Third Amendment to Loan and Security Agreement dated as of August 20, 2018, that certain Fourth Amendment to Loan and Security Agreement dated as of May 10, 2019 and that certain Fifth Amendment to Loan and Security Agreement dated as of even date herewith, collectively the "Loan Agreement"). Grantor expects to derive economic benefit from Bank's doing so and dealing with Borrower in accordance with the Loan Agreement, and has entered into an Unconditional Guaranty (the "Guaranty") and Third Party Security Agreement (the "Third Party Security Agreement") of even date herewith with respect to the present and future obligations of Grantor to Bank. Grantor wishes to secure performance and payment of all obligations to Bank under the Guaranty and otherwise (the "Guarantor Obligations") with substantially all of its assets. All terms used without definition in this Agreement shall have the meaning assigned to them in the Loan Agreement. All terms used without definition in this Agreement or in the Loan Agreement shall have the meaning assigned to them in the Uniform Commercial Code.

B. Pursuant to the terms of the Third Party Security Agreement, Grantor has granted to Bank a security interest in certain Copyrights, Trademarks and Patents to secure all of the Guarantor Obligations.

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 Guarantor Obligations under the Guaranty, the Third Party Security Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Guarantor Obligations under the Third Party Security Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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, in each case, in accordance with the terms of the Loan Agreement and the Third Party Security Agreement.

This security interest is granted in conjunction with the security interest granted to Bank under the Third Party Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Third Party Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Third Party Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security

Agreement, the Third Party Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

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.

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:

Address of Grantor:
2121 Ponce de Leon Blvd, Suite 800
Coral Gables, FL 33134
Attn: Chief Financial Officer

PONGALO INC.

By: _____
DocuSigned by:
Manny Borges
C2AA585FF78643B...

Name: Manny Borges
Title: Chief Financial Officer

BANK:

Address of Bank:
39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: _____
DocuSigned by:
John Botelho
294326872BCB4BF...

Name: John Botelho
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Pongalo animated video logo	PA0002178057	03/26/19
Pongalo animated video logo: See it without ads	PA0002178697	03/26/19

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App.</u>	<u>File Date</u>
None	<u>No.</u>	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
PONGALO NOVELACLUB	88254402	01/08/19
PONGALO	88060223	07/31/18
MOOVIMEX	87882295	04/18/18