

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANGO TECHNOLOGIES, INC.		10/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT		
Street Address:	81 Bay Street, 10th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E7		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5322456		
Registration Number:	5478488	CLICKUP	
Registration Number:	5848979	CLICKUP	
Registration Number:	6407390		
Registration Number:	6431798	CLICKUP	
Registration Number:	6431830		
Registration Number:	6431832	CLICKUP	
Serial Number:	90755212	HOW IT STARTED, HOW IT'S GROWING	
Serial Number:	97013724	WHEN IT CLICKED	
CORRESPONDENCE DATA			
Fax Number:	6505657100		
<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:	6505657022		
Email:	kceron@sidley.com		
Correspondent Name:	Karla Ceron		
Address Line 1:	1001 Page Mill Road, Building 1		
Address Line 4:	Palo Alto, CALIFORNIA 94304		

CH \$240.00 5322456

ATTORNEY DOCKET NUMBER:	061716.31390
NAME OF SUBMITTER:	Karla Ceron
SIGNATURE:	/karla ceron/
DATE SIGNED:	10/28/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 28, 2022, between CANADIAN IMPERIAL BANK OF COMMERCE as administrative agent and collateral agent (in such capacity, the “**Administrative Agent**”) on behalf of the several banks and other financial institutions or entities from time to time parties to this Agreement (each a “**Lender**” and, collectively, the “**Lenders**”) and MANGO TECHNOLOGIES, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Administrative Agent and Grantor are entering into a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) in connection with a Credit Agreement, by and among Lenders, Administrative Agent and Grantor, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Collateral Agreement.

B. The Obligations are secured by the Collateral, as defined in the Collateral Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Administrative Agent hereby agree:

1. To secure the Obligations, Grantor grants Administrative Agent a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Administrative Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Mango Technologies, Inc.
215 Lowell Ave
Palo Alto, CA 94301
Attention: Chief Financial Officer

GRANTOR:

MANGO TECHNOLOGIES, INC.

By: 
Name: Brian Evans
Title: Chief Executive Officer

Address of Administrative Agent:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario
M5J 0E7
Attention: Amy Olah, Oleg Dudchenko, Matthew
Spencer, Pat Martin

ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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Mango Technologies, Inc.
215 Lowell Ave
Palo Alto, CA 94301
Attention: Chief Financial Officer

GRANTOR:

MANGO TECHNOLOGIES, INC.

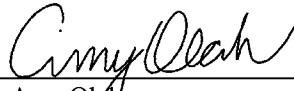
By: _____
Name: _____
Title: _____

Address of Administrative Agent:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario
M5J 0E7
Attention: Amy Olah, Oleg Dudchenko, Matthew
Spencer, Pat Martin

ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
Name: Amy Olah
Title: Managing Director, Authorized Signatory

By: _____
Name: Patrick Martin
Title: Managing Director, Authorized Signatory

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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Mango Technologies, Inc.
215 Lowell Ave
Palo Alto, CA 94301
Attention: Chief Financial Officer

GRANTOR:

MANGO TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

Address of Administrative Agent:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario
M5J 0E7
Attention: Amy Olah, Oleg Dudchenko, Matthew
Spencer, Pat Martin

ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Amy Olah
Title: Managing Director, Authorized Signatory

By: Patrick Martin
Name: Patrick Martin
Title: Managing Director, Authorized Signatory

EXHIBIT A
COPYRIGHTS






None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

GRANTOR	DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLICATION DATE
Mango Technologies, Inc.		5322456 / 87368086	10/31/2017 / 3/12/2017
Mango Technologies, Inc.	ClickUp	5478488 / 87364669	5/29/2018 / 3/9/2017
Mango Technologies, Inc.	CLICKUP	5848979 / 88136833	9/3/2019 / 9/28/2018
Mango Technologies, Inc.		6407390 / 90103872	7/6/2021 / 8/10/2020
Mango Technologies, Inc.		6431798 / 90111792	7/27/2021 / 8/13/2020
Mango Technologies, Inc.		6431830 / 90123802	7/27/2021 / 8/19/2020
Mango Technologies, Inc.		6431832 / 90123956	7/27/2021 / 8/19/2020
Mango Technologies, Inc.	HOW IT STARTED, HOW IT'S GROWING ¹	90755212	6/4/2021
Mango Technologies, Inc.	WHEN IT CLICKED	97013724	9/6/2021

¹ This trademark has been abandoned.