

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NUMBER ONE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRUIST, INC.		02/28/2014	CORPORATION: DELAWARE
FRONTSTREAM PAYMENTS, INC.		02/28/2014	CORPORATION: DELAWARE
FRONTSTREAM HOLDINGS, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
FRONTSTREAM DTI, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
DIRECT TECHNOLOGIES, L.L.C.		02/28/2014	LIMITED LIABILITY COMPANY: FLORIDA
FRONTSTREAM FAST TRANSACT, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
FRONTSTREAM SALESYNERGY, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
SALESYNERGY, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
FIRSTGIVING, INC.		02/28/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ELM PARK CAPITAL MANAGEMENT, LLC, as Agent
Street Address:	2101 Cedar Springs Rd., Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2914108	UNITED-EWAY
Registration Number:	2987260	THE GIVING STATION

CH \$165.00 2914108

Registration Number:	3016100	UNITED EWAY
Registration Number:	3867951	TRUIST
Registration Number:	4455700	TRUIST CONNECT
Serial Number:	85879547	INSTAGIVE

CORRESPONDENCE DATA

Fax Number: 2136270705
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 213.683.5698
Email: MinetteTayco@paulhastings.com
Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP
Address Line 1: 515 S. Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	ELM/FrontStream(78381.14)
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	02/28/2014

Total Attachments: 5
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AMENDMENT NUMBER ONE
TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of February 28, 2014 (this "Amendment"), is delivered pursuant to Section 5 of that certain Amended and Restated Trademark Security Agreement, dated as of August 26, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **ELM PARK CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company, in its capacity as the agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent"). All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or, if not defined therein, the Credit Agreement (as defined in the Trademark Security Agreement).

WHEREAS, Grantors and Agent are parties to the Trademark Security Agreement; and

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by joining Truist, Inc., a Delaware corporation ("New Grantor") and by amending Schedule I to the Trademark Security Agreement to add the Trademarks appearing on Schedule I hereto to the Trademark Collateral, and Grantors and Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, New Grantor will be deemed to be a party to the Trademark Security Agreement and a "Grantor" for all purposes under the Trademark Security Agreement, as if it had executed the Trademark Security Agreement. New Grantor acknowledges that it has received a copy of the Trademark Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include New Grantor.

2. In furtherance of the foregoing, New Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest in all of New Grantor's right, title and interest in, to and under the Trademark Collateral.

3. Grantors and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule I attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

4. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment, (b) unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral identified on Schedule I attached hereto, and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

5. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 7 OF THE TRADEMARK SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

6. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

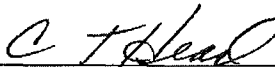
7. This Amendment is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.


NEW GRANTOR:

TRUIST, INC., a Delaware corporation

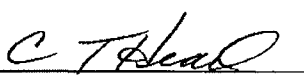
By: 
Tom Head
Chief Financial Officer

EXISTING GRANTORS:

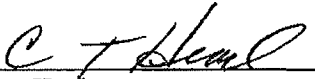
FRONTSTREAM PAYMENTS, INC.,
a Delaware corporation

By: 
Tom Head
Chief Financial Officer

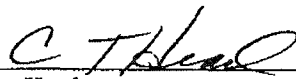
FRONTSTREAM HOLDINGS, LLC,
a Delaware limited liability company

By: 
Tom Head
Chief Financial Officer

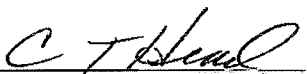
FRONTSTREAM DTI, LLC,
a Delaware limited liability company

By: 
Tom Head
Chief Financial Officer

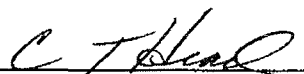
DIRECT TECHNOLOGIES, L.L.C.,
a Florida limited liability company

By: 
Tom Head
Chief Financial Officer


FRONTSTREAM FAST TRANSACT, LLC,
a Delaware limited liability company

By: 
Tom Head
Chief Financial Officer

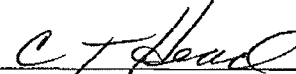
FRONTSTREAM SALESYNERGY, LLC,
a Delaware limited liability company

By: 
Tom Head
Chief Financial Officer

SALESYNERGY, LLC,
a Delaware limited liability company

By: 
Tom Head
Chief Financial Officer

FIRSTGIVING, INC.,
a Delaware corporation

By: 
Tom Head
Chief Financial Officer

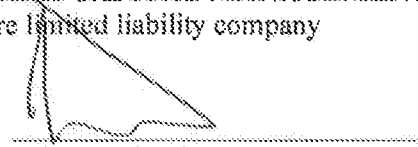
[SIGNATURE PAGE TO AMENDMENT NUMBER ONE
TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

ELM PARK CAPITAL MANAGEMENT, LLC, a
Delaware limited liability company

By:



Mark Schachter
Authorized Signatory

SCHEDULE I
TO
AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

	Reg. No. / Appl. No.	Reg. Date	Serial No. / File No.	Filed	Grantor
Trademark Registrations - U.S.					
UNITED-EWAY	2,914,108	12/28/2004	76/364,475	1/29/2002	Truist, Inc.
THE GIVING STATION	2,987,260	8/23/2005	78/326,086	11/11/2003	Truist, Inc.
UNITED EWAY	3,016,100	11/15/2005	78/220,261	2/28/2003	Truist, Inc.
TRUIST	3,867,951	10/26/2010	77/469,559	5/8/2008	Truist, Inc.
TRUIST CONNECT & Design	4,455,700	12/24/2013	85/559,766	3/5/2012	Truist, Inc.
Trademark Applications - U.S.					
INSTAGIVE	N.A.	N.A.	85/879,547	3/19/2013	Truist, Inc.