

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363202

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MINISTRY BRANDS, LLC		11/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
IN10SITY INTERACTIVE, L.L.C.		11/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
SITE ORGANIC, L.L.C.		11/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
SHELBY SYSTEMS, INC.		11/20/2015	CORPORATION: TENNESSEE
NCS SERVICES, INC.		11/20/2015	CORPORATION: DELAWARE
HIGH GROUND SOLUTIONS, INC.		11/20/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	245 PARK AVENUE
<b>Internal Address:</b>	44TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	CORPORATION: MARYLAND

## PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
<b>Serial Number:</b>	86386313	EDUVU
<b>Serial Number:</b>	86609943	E GIVING POWERED BY NCS SERVICES
<b>Serial Number:</b>	86674712	FAITHHIGHWAY
<b>Serial Number:</b>	86621946	SHELBYNEXT
<b>Serial Number:</b>	86286014	SIMPLE TITHE
<b>Registration Number:</b>	3560629	ANSWERSCAFÉ
<b>Registration Number:</b>	3593225	ARENA
<b>Registration Number:</b>	4301599	ARENA
<b>Registration Number:</b>	3740607	ASPIRE
<b>Registration Number:</b>	4637246	BRIDGE ELEMENT
<b>Registration Number:</b>	4286187	CHURCHCAST

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3436124	CHURCH MINISTRY SYSTEM
Registration Number:	4782732	CHURCHVU
Registration Number:	3611146	
Registration Number:	4604910	EASY TITHE
Registration Number:	3440021	E EKKLESIA360
Registration Number:	3014206	EGIVE
Registration Number:	3789911	EGIVE
Registration Number:	3343165	ELEXIO
Registration Number:	2516957	E-ZEKIEL
Registration Number:	4630006	GIVINGBASE
Registration Number:	3642584	GIVINGKIOSK
Registration Number:	3567002	HIGHERGIVING
Registration Number:	3790136	IN10SITY INTERACTIVE
Registration Number:	4217104	INPOWER CMS
Registration Number:	4751169	INNOVATE CMS
Registration Number:	3436122	INNOVATIVE SOLUTIONS INFINITE POSSIBILIT
Registration Number:	3698112	MEDIARUSH
Registration Number:	4599202	MINISTRY BRANDS
Registration Number:	4699117	MONKDEV
Registration Number:	4011564	MOVING MINISTRY
Registration Number:	4286188	RAPIDCAST
Registration Number:	3387067	RAPID ONLINE AUTOMATIC REGISTRATION
Registration Number:	3408027	R.O.A.R.
Registration Number:	3210453	SCHOOLCAST
Registration Number:	4297769	SCHOOLCAST
Registration Number:	4620895	SHELBY
Registration Number:	3453859	SHELBY SYSTEMS
Registration Number:	4620897	SHELBY SYSTEMS
Registration Number:	4780062	SIMPLECHURCH
Registration Number:	4209421	SIMPLEGIVE
Registration Number:	4710857	SITEORGANIC
Registration Number:	3698113	SMOOTHEVENTS
Registration Number:	4304553	TESTPOINT
Registration Number:	3436123	THE POWER OF COMMUNITY
Registration Number:	4729786	THRIVE
Registration Number:	3343166	WHERE MINISTRY CLICKS
Registration Number:	4286195	WHIPCAST
Registration Number:	3938050	CHURCH ON THE GO

Property Type	Number	Word Mark
Registration Number:	3934399	ON THE GO CHURCH
Registration Number:	2744420	PARISHSOFT

**CORRESPONDENCE DATA**

**Fax Number:** 3105572193

*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.*

**Phone:** 310-557-2900

**Email:** klathrop@proskauer.com

**Correspondent Name:** PROSKAUER ROSE LLP

**Address Line 1:** 2049 CENTURY PARK EAST, SUITE 3200

**Address Line 2:** C/O KIMBERLEY A. LATHROP

**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

**ATTORNEY DOCKET NUMBER:** 11668.187

**NAME OF SUBMITTER:** Kimberley A. Lathrop

**SIGNATURE:** /Kimberley A. Lathrop/

**DATE SIGNED:** 11/20/2015

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT (as amended, modified, restated or supplemented from time to time in accordance with the terms hereof and the Credit Agreement referred to below, this “Agreement”), dated as of November 20, 2015, is made by each of the entities listed on the signature pages hereof (each, a “Grantor” and collectively, the “Grantors”), in favor of Ares Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, “Administrative Agent”) for the Lenders from time to time party to the Credit Agreement referred to below and the other holders of Secured Obligations.

**W I T N E S S E T H:**

WHEREAS, Ministry Brands Intermediate, LLC, a Delaware limited liability company, Ministry Brands, LLC, a Delaware limited liability company (the “Borrower”), certain Subsidiaries of the Borrower as Guarantors, the Administrative Agent, the L/C Issuer and the Lenders from time to time party thereto are parties to a Credit and Guaranty Agreement dated as of the date hereof (as amended, modified, restated or supplemented from time to time, the “Credit Agreement”), pursuant to which the Administrative Agent, L/C Issuer and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower.

WHEREAS, Administrative Agent, L/C Issuer and Lenders are willing to extend credit and make certain other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent for the benefit of the Secured Creditors (a) that certain Security Agreement dated as of the date hereof (as amended, modified, restated or supplemented from time to time in accordance with the terms thereof and the Credit Agreement, the “Security Agreement”) among the Grantors, the other Debtors party thereto and the Administrative Agent and (b) this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term “Trademarks” shall mean all rights, title and interests in or relating to trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, print and labels of each Grantor on which any of the foregoing have appeared or appear and, in each case, all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith (other than an “intent to use” application unless and until a verified “Statement of Use” or “Amendment to Allege Use” with respect thereto is filed with the United States Patent and Trademark Office with respect to such application) .

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the Secured Obligations, each Grantor hereby grants to Administrative Agent a continuing first priority security interest (subject only to Liens permitted under the Creditor Agreement) in all of its right, title and interest in, to and under the following (other than any Excluded Assets), whether presently existing or hereafter created or acquired (collectively, but after excluding any Excluded Assets, the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Each Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by such Grantor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns under the Credit Agreement.

7. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**MINISTRY BRANDS, LLC,**  
a Delaware limited liability company

By:   
Name: Ross Croley  
Title: President and Chief Executive Officer

**IN10SITY INTERACTIVE, L.L.C.,**  
a Delaware limited liability company

By:   
Name: Ross Croley  
Title: President and Chief Executive Officer

**SITE ORGANIC, L.L.C.,**  
a Delaware limited liability company

By:   
Name: Ross Croley  
Title: President and Chief Executive Officer

**SHELBY SYSTEMS, INC.,**  
a Tennessee corporation

By:   
Name: Ross Croley  
Title: President and Chief Executive Officer

**NCS SERVICES, INC.,**  
a Delaware corporation

By:   
Name: Ross Croley  
Title: President and Chief Executive Officer

**HIGH GROUND SOLUTIONS, INC.,**  
a Delaware corporation

By:   
Name: Ross Croley  
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

**ARES CAPITAL CORPORATION,**  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
          Scott Lem  
          Authorized Signatory

[Signature Page to Trademark Security Agreement]




**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

TRADEMARK APPLICATIONS

Mark	App. No.	Owner of Record	Application Date
EDUVU	86/386,313	High Ground Solutions, Inc.	September 5, 2014
E GIVING POWERED BY NCS SERVICES	86/609,943	NCS Services, Inc.	April 25, 2015
FAITH HIGHWAY	86/674712	Site Organic, L.L.C.	June 25, 2012
SHELBYNEXT	86/621,946	Shelby Systems, Inc.	May 7, 2015
SIMPLE TITHE	86/286,014	Site Organic, L.L.C.	May 20, 2014

TRADEMARK APPLICATIONS

Mark	Reg. No.	Owner of Record	Status
ANSWERSCAPE	3,560,629	Site Organic, L.L.C.	Registered on 1/29/2009
ARENA	3,593,225	Shelby Systems, Inc.	Registered on 3/17/2009
ARENA	4,301,599	Shelby Systems, Inc.	Registered on 3/12/2013
ASPIRE	3,740,607	Shelby Systems, Inc.	Registered on 1/19/2010
BRIDGE ELEMENT	4,637,246	Site Organic, L.L.C.	Registered on 11/11/2014
CHURCHCAST	4,286,187	High Ground Solutions, Inc.	Registered on 2/5/2013
CHURCH MINISTRY SYSTEM	3,436,124	Shelby Systems, Inc.	Registered on 5/27/2008
CHURCHVU	4,782,732	High Ground Solutions, Inc.	Registered on 7/28/2015
	3,611,146	Site Organic, L.L.C.	Registered on 4/28/2009
EASY TITHE	4,604,910	Site Organic, L.L.C.	Registered on 9/16/2014
E EKKLESIA360	3,440,021	Site Organic, L.L.C.	Registered on 6/3/2008
EGIVE	3,014,206	Ministry Brands,	Registered on 11/8/2005

Mark	Reg. No.	Owner of Record	Status
		LLC	
EGIVE	3,789,911	Ministry Brands, LLC	Registered on 5/18/2010
ELEXIO	3,343,165	Site Organic, L.L.C.	Registered on 11/27/2007
E-ZEKIEL	2,516,957	Site Organic, L.L.C.	Registered on 12/11/2001
GIVINGBASE	4,630,006	Site Organic, L.L.C.	Registered on 10/28/2014
GIVINGKIOSK	3,642,584	Site Organic, L.L.C.	Registered on 6/23/2009
HIGHERGIVING	3,567,002	Site Organic, L.L.C.	Registered on 1/27/2009
IN10SITY INTERACTIVE	3,790,136	In10sity Interactive, L.L.C.	Registered on 5/18/2010
INPOWER CMS	4,217,104	In10sity Interactive, L.L.C.	Registered on 10/2/2012
INNOVATE CMS	4,751,169	In10sity Interactive, L.L.C.	Registered on 6/9/2015
INNOVATIVE SOLUTIONS INFINITE POSSIBILITIES	3,436,122	Shelby Systems, Inc.	Registered on 5/27/2008
MEDIARUSH	3,698,112	Site Organic, L.L.C.	Registered on 10/20/2009
MINISTRY BRANDS	4,599,202	Site Organic, L.L.C.	Registered on 9/2/2014
MONKDEV	4,699,117	Site Organic, L.L.C.	Registered on 3/10/2015
MOVING MINISTRY	4,011,564	Site Organic, L.L.C.	Registered on 8/16/2011
RAPIDCAST	4,286,188	High Ground Solutions, Inc.	Registered on 2/5/2013
RAPID ONLINE AUTOMATIC REGISTRATION	3,387,067	Shelby Systems, Inc.	Registered on 2/19/2008
R.O.A.R.	3,408,027	Shelby Systems, Inc.	Registered on 4/8/2008
SCHOOLCAST	3,210,453	High Ground Solutions, Inc.	Registered on 2/20/2007
SCHOOLCAST	4,297,769	High Ground Solutions, Inc.	Registered on 3/5/2013
SHELBY	4,620,895	Shelby Systems, Inc.	Registered on 10/14/2014
SHELBY SYSTEMS	3,453,859	Shelby Systems, Inc.	Registered on 6/24/2008

Mark	Reg. No.	Owner of Record	Status
SHELBY SYSTEMS	4,620,897	Shelby Systems, Inc.	Registered on 10/14/2014
SIMPLECHURCH	4,780,062	Site Organic, L.L.C.	Registered on 7/28/2015
SIMPLEGIVE	4,209,421	Site Organic, L.L.C.	Registered on 9/18/2012
SITEORGANIC	4,710,857	Site Organic, L.L.C.	Registered on 3/31/2015
SMOOTHEVENTS	3,698,113	Site Organic, L.L.C.	Registered on 10/20/2009
TESTPOINT	4,304,553	High Ground Solutions, Inc.	Registered on 3/19/2013
THE POWER OF COMMUNITY	3,436,123	Shelby Systems, Inc.	Registered on 5/27/2008
THRIVE	4,729,786	Site Organic, L.L.C.	Registered on 5/5/2015
WHERE MINISTRY CLICKS	3,343,166	Site Organic, L.L.C.	Registered on 11/27/2007
WHIPCAST	4,286,195	High Ground Solutions, Inc.	Registered on 2/5/2013
CHURCH ON THE GO	3,938,050	NCS Services, Inc.	Registered on 03/29/2011
ON THE GO CHURCH	3,934,399	NCS Services, Inc.	Registered on 03/22/2011
MISSIONSBASE	2,744,420	Parishsoft LLC	Registered on 7/29/03
ANSWERSCAFE	3,560,629	Site Organic, L.L.C.	Registered on 1/29/2009
ARENA	3,593,225	Shelby Systems, Inc.	Registered on 3/17/2009
ARENA	4,301,599	Shelby Systems, Inc.	Registered on 3/12/2013
ASPIRE	3,740,607	Shelby Systems, Inc.	Registered on 1/19/2010
BRIDGE ELEMENT	4,637,246	Site Organic, L.L.C.	Registered on 11/11/2014