### 900685383

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM718506

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: TRADEMARK SECURITY AGREEMENT

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Network for Good, Inc.		04/01/2022	Corporation: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	Golub Capital Markets LLC, as Collateral Agent	
Street Address:	100 South Wacker Drive	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	4463364	GENEROSITY UNLEASHED
Registration Number:	4189323	EVENTSNOW
Registration Number:	3668936	NONPROFIT 911
Registration Number:	4007949	DONATENOW
Registration Number:	3511226	GOOD CARD
Registration Number:	4425774	DO GOOD. FEEL GOOD.
Registration Number:	5222363	CAUSE4 AUCTION
Registration Number:	3479891	NETWORK FOR GOOD
Registration Number:	2691002	NETWORK FOR GOOD
Registration Number:	2659651	
Registration Number:	4208863	NETWORK FOR GOOD
Registration Number:	4193266	THE NETWORK FOR GOOD
Serial Number:	90560415	SUBSCRIPTION GIVING
Serial Number:	90535744	SIMPLE. SMART. FUNDRAISING SOFTWARE.
Serial Number:	90533419	JUMPSTART CAPACITY BUILDING

### **CORRESPONDENCE DATA**

Fax Number: 8004947512

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.

> **TRADEMARK** REEL: 007678 FRAME: 0472

900685383

**Phone:** 2024547625

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Julia Birgen

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1635561
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	04/01/2022

#### **Total Attachments: 6**

source=Compass - Trademark Security Agreement (Executed)#page2.tif source=Compass - Trademark Security Agreement (Executed)#page3.tif source=Compass - Trademark Security Agreement (Executed)#page4.tif source=Compass - Trademark Security Agreement (Executed)#page5.tif source=Compass - Trademark Security Agreement (Executed)#page6.tif source=Compass - Trademark Security Agreement (Executed)#page7.tif

TRADEMARK REEL: 007678 FRAME: 0473

#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>") dated April 1, 2022, is made by the Person listed on the signature pages hereof (the "<u>Grantor</u>") in favor of GOLUB CAPITAL MARKETS LLC ("<u>Golub</u>"), as Collateral Agent (the "<u>Collateral Agent</u>") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, CYBERGRANTS HOLDINGS, LLC., a Delaware limited liability company (the "Lead Borrower"), EVERYACTION PARENT, INC., a Delaware corporation (the "Company"), EVERYACTION HOLDING, INC., a Delaware corporation ("EveryAction Holding"), EVERYACTION INTERMEDIATE HOLDING CORPORATION, a Delaware corporation ("EveryAction Intermediate"), EVERYACTION, INC., a District of Columbia corporation ("EveryAction"), SALSA LABS INC., a Delaware corporation ("Salsa"), TowerCare Technologies, Inc., a Delaware corporation ("TowerCare"), JANUS HOLDINGS, INC., a Delaware corporation ("Janus") and SOCIAL SOLUTIONS GLOBAL, INC., a Delaware corporation ("Social Solutions") (each of the Lead Borrower, the Company, Every Action Holding, EveryAction Intermediate, EveryAction, Salsa, TowerCare, Janus, Social Solutions, and each Subsidiary of the Lead Borrower that becomes a Borrower in accordance with the terms of the Credit Agreement, each, a "Borrower" and collectively, the "Borrower" or the "Borrowers"), COMPASS MIDCO HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), Golub as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and the Swing Line Lenders and L/C Issuers party thereto have entered into the Credit Agreement dated as of September 8, 2021 (the "Closing Date") (as amended by Amendment No. 1, dated as of January 14, 2022, and as may be further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantor have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

TRADEMARK REEL: 007678 FRAME: 0474 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. <u>Grant of Security</u>. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "<u>IP Collateral</u>"):

(a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office (other than Excluded Property) set forth in Schedule A hereto (excluding any Excluded Property) including (i) all income, fees, royalties, damages, and payment now and hereafter due and/or payable with respect to any of the foregoing, and (ii) rights to sue for past, present, and future infringement, misappropriation, or other violations of any of the foregoing.

SECTION 2. <u>Security for Obligations</u>. The grant of a security interest in the IP Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. <u>Recordation</u>. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. <u>Execution in Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. <u>Governing Law</u>. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in goodfaith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NETWORK FOR GOOD, INC.,
as Initial Grantor
DocuSigned by:
$I/\lambda \wedge \lambda$
6ADC36A7CCBE40A
By:
Name: Erin Nelson
Title: President and Secretary
J
GOLUB CAPITAL MARKETS LLC,
as Collateral Agent
as Conateral Agent
Devi
Ву:
Name:
Title:

GOLUB CAPITAL MARKETS LLC,

as Collateral Agent

By:

Name: Robert G. Tuchscherer Title: Senior Managing Director

RECORDED: 04/01/2022 REEL: 007678 FRAME: 0478