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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI278967

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Omega Financial, LLC		05/17/2024	Limited Liability Company: DELAWARE
Togetherwork Operations, LLC		05/17/2024	Limited Liability Company: DELAWARE
CircuiTree, LLC		05/17/2024	Limited Liability Company: DELAWARE
Capturepoint, LLC		05/17/2024	Limited Liability Company: DELAWARE
Chaverware, LLC		05/17/2024	Limited Liability Company: DELAWARE
Congregation Connect, LLC		05/17/2024	Limited Liability Company: DELAWARE
jVillage, LLC		05/17/2024	Limited Liability Company: DELAWARE
SW Development, LLC		05/17/2024	Limited Liability Company: DELAWARE
GetAcceptd LLC		05/17/2024	Limited Liability Company: DELAWARE
Kesef Accounting, LLC		05/17/2024	Limited Liability Company: DELAWARE
DSOA LLC		05/17/2024	Limited Liability Company: DELAWARE
2Book, Inc.		05/17/2024	Corporation: NEVADA
SW Development, LLC		05/17/2024	Limited Liability Company: DELAWARE
3Point Development Inc.		05/17/2024	Corporation: OREGON
Pennington & Company Fundraising, LLC		05/17/2024	Limited Liability Company: DELAWARE
Cybergolf, LLC		05/17/2024	Limited Liability Company: DELAWARE
SofTrek, LLC		05/17/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Company Name:	GOLUB CAPITAL MARKETS LLC, as Collateral Agent
Street Address:	200 Park Avenue

TRADEMARK REEL: 008469 FRAME: 0407

900861395

City:	New York
State/Country:	NEW YORK
Postal Code:	10166
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark			
Registration Number:	5371153	TOGETHERWORK			
Registration Number:	4695721				
Registration Number:	4695719	OMEGAFI			
Registration Number:	3514971	GIN SYSTEM			
Registration Number:	3578477	GIN SYSTEM CHAPTER DESKTOP			
Registration Number:	3460648	CHAPTER DESKTOP OMEGA FINANCIAL			
Registration Number:	5161030	OWE AND THE WORKE			
Registration Number:	3459750	CIRCUITREE			
Registration Number:	4862237	CONGREGATION CONNECT			
Registration Number:	3716084	CLEARVIEW			
Registration Number:	5006914	CLEARVIEW CRM			
Registration Number:	5353267	JVILLAGE NETWORK			
Registration Number:	5353267	JVILLAGE NETWORK			
Serial Number:	97919914	MASSAGEBOOK			
Registration Number:	4639285	COMMUNITYPASS			
Registration Number:	3348365	COMMUNITYPASS CYBERGOLF			
Registration Number:	4398653	CYBERGOLF PENNINGTON & COMPANY			
Registration Number:	4398654	PENNINGTON & COMPANY PENNINGTON & COMPANY			
Registration Number:	4297898	PENNINGTON & COMPANY PENNINGTON & COMPANY			
Registration Number:	4292055	RAISING YOUR EXPECTATIONS			
Registration Number:	3289784	THE GOLD STANDARD IN SYNAGOGUE MEMBERSHIP SOFTWARE			
Registration Number:	4063710	ROCK GYM PRO			
Registration Number:	6997492	DANCELY			
Registration Number:	6997880	DANCELY			
Registration Number:	6140827	DSOA DANCE STUDIO OWNERS ASSOCIATION			
Registration Number:	5831357	MY COLLEGE AUDITION			
Registration Number:	5592239	KESEF ACCOUNTING SERVICE			
Registration Number:	4275545	WAIVERVAULT			
Registration Number:	4345540	SMARTWAIVER			
Registration Number:	6008971	SHULWARE			

CORRESPONDENCE DATA

TRADEMARK

REEL: 008469 FRAME: 0408

Fax Number:

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: (800)221-0102

Email: ipteam@cogencyglobal.com

Correspondent Name: Khadijah Sampson

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2396914KS2TIPSA
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	06/07/2024

Total Attachments: 7

source=EXECUTED - Togetherwork - Refi - IPSA - Trademark Security Agreement (May-17-24)#page1.tif source=EXECUTED - Togetherwork - Refi - IPSA - Trademark Security Agreement (May-17-24)#page2.tif source=EXECUTED - Togetherwork - Refi - IPSA - Trademark Security Agreement (May-17-24)#page3.tif source=EXECUTED - Togetherwork - Refi - IPSA - Trademark Security Agreement (May-17-24)#page4.tif source=EXECUTED - Togetherwork - Refi - IPSA - Trademark Security Agreement (May-17-24)#page5.tif source=EXECUTED - Togetherwork - Refi - IPSA - Trademark Security Agreement (May-17-24)#page6.tif source=EXECUTED - Togetherwork - Refi - IPSA - Trademark Security Agreement (May-17-24)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is entered into as of May 17, 2024, by and among each grantor listed on <u>Schedule I</u> hereto (each, a "<u>Grantor</u>") and GOLUB CAPITAL MARKETS LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "<u>Collateral Agent</u>").

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain Pledge and Security Agreement, dated as of May 17, 2024 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by such Grantor, including but not limited to the Trademarks listed on Schedule II attached hereto (excluding any "intent-to-use" trademark application filed with the USPTO prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and does not, and should not be deemed to, grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Counterparts. This Trademark Security Agreement may be executed in SECTION 5. any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "delivery," "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. <u>GOVERNING LAW</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

GRANTORS:

OMEGA FINANCIAL, LLC CIRCUITREE, LLC **CONGREGATION CONNECT, LLC** SOFTREK, LLC JVILLAGE, LLC **CAPTUREPOINT, LLC** CYBERGOLF, LLC PENNINGTON & COMPANY FUNDRAISING, LLC CHAVERWARE, LLC 2BOOK, INC. **3POINT DEVELOPMENT INC.** DSOA LLC **GETACCEPTD LLC KESEF ACCOUNTING, LLC** SW DEVELOPMENT, LLC TOGETHERWORK OPERATIONS, LLC

By: ______ Ryanka Singh

Title: Chief Financial Officer

REEL: 008469 FRAME: 0412

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC

By:

Name: Robert G. Tuchscherer Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

GRANTORS

- 1. Omega Financial, LLC
- 2. CircuiTree, LLC
- 3. Congregation Connect, LLC
- 4. Softrek, LLC
- 5. jVillage, LLC
- 6. Capturepoint, LLC
- 7. Cybergolf, LLC
- 8. Pennington & Company Fundraising, LLC
- 9. Chaverware, LLC
- 10. 2Book, Inc.
- 11. 3Point Development Inc.
- 12. DSOA LLC
- 13. GetAcceptd LLC
- 14. KESEF Accounting, LLC
- 15. SW Development, LLC
- 16. Togetherwork Operations, LLC

$\frac{\text{SCHEDULE II}}{\underline{\text{to}}}$ $\underline{\text{TRADEMARK SECURITY AGREEMENT}}$

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Mark Name	Reg. Date (App. Date)	Reg. No. (App. No.)	Status	Owner
TOGETHERWORK	1/2/2018	5,371,153	LIVE	Omega Financial, LLC
	3/3/2015	4,695,721	LIVE	Omega Financial, LLC
OMEGAFI	3/3/2015	4,695,719	LIVE	Omega Financial, LLC
GIN SYSTEM	10/18/2008	3,514,971	LIVE	Omega Financial, LLC
CHAPTER DESKTOP	2/24/2009	3,578,477	LIVE	Omega Financial, LLC
OMEGA FINANCIAL	7/8/2008	3,460,648	LIVE	Omega Financial, LLC
	3/14/2017	5,161,030	LIVE	CircuiTree, LLC
CIRCUITREE	7/1/2008	3,459,750	LIVE	CircuiTree, LLC
CONGREGATION CONNECT	12/1/2015	4,862,237	LIVE	Congregation Connect, LLC
CLEARVIEW	11/24/2009	3,716,084	LIVE	Softrek, LLC
CLEARVIEW CRM	7/26/2016	5,006,914	LIVE	Softrek, LLC
JVILLAGE NETWORK (Stylized)	12/12/2017	5,353,267	LIVE	jVillage, LLC
JVILLAGE NETWORK	12/12/2017	5,353,266	LIVE	jVillage, LLC

COMMUNITYPASS	11/18/2014	4,639,285	LIVE	Capturepoint, LLC
CYBERGOLF	12/4/2007	3,348,365	LIVE	Cybergolf, LLC
PENNINGTON & COMPANY	9/10/2013	4,398,653	LIVE	Pennington & Company Fundraising, LLC
PENNINGTON & COMPANY	9/10/2013	4,398,654	LIVE	Pennington & Company Fundraising, LLC
PENNINGTON & COMPANY	3/5/2013	4,297,898	LIVE	Pennington & Company Fundraising, LLC
RAISING YOUR EXPECTATIONS	2/19/2013	4,292,055	LIVE	Pennington & Company Fundraising, LLC
THE GOLD STANDARD IN SYNAGOGUE MEMBERSHIP SOFTWARE	9/11/2007	3,289,784	LIVE	Chaverware, LLC
MASSAGEBOOK	5/4/2023	97/919,914	LIVE	2Book, Inc.
ROCK GYM PRO	11/29/2011	4,063,710	LIVE	3Point Development Inc.
DANCELY	3/7/2023	6,997,492	LIVE	DSOA LLC
DANCELY	3/7/2023	6,997,880	LIVE	DSOA LLC
DSOA DANCE STUDIO OWNERS ASSOCIATION	9/1/2020	6,140,827	LIVE	DSOA LLC
MY COLLEGE AUDITION	8/13/2019	5,831,357	LIVE	GetAcceptd LLC
KESEF ACCOUNTING SERVICE	10/23/2018	5,592,239	LIVE	KESEF Accounting, LLC
WAIVERVAULT	1/15/2013	4,275,545	LIVE	SW Development, LLC
SMARTWAIVER	6/4/2013	4,345,540	LIVE	SW Development, LLC
SHULWARE	3/10/2020	6,008,971	LIVE	Togetherwork Operations, LLC

RECORDED: 06/07/2024