

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM333872

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IN10SITY INTERACTIVE, L.L.C.		03/03/2015	LIMITED LIABILITY COMPANY: TENNESSEE
SITE ORGANIC, L.L.C.		03/03/2015	LIMITED LIABILITY COMPANY: TENNESSEE
CHURCH WEB BRANDS, L.L.C.		03/03/2015	LIMITED LIABILITY COMPANY: TENNESSEE
SIMPLECHURCH, L.L.C.		03/03/2015	LIMITED LIABILITY COMPANY: TENNESSEE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4637246	BRIDGE ELEMENT
Registration Number:	4604910	EASY TITHE
Registration Number:	2516957	E-ZEKIEL
Registration Number:	3611146	
Registration Number:	4630006	GIVINGBASE
Registration Number:	3790136	IN10SITY INTERACTIVE
Registration Number:	4217104	INPOWER CMS
Registration Number:	4599202	MINISTRY BRANDS
Registration Number:	4011564	MOVING MINISTRY
Registration Number:	4209421	SIMPLEGIVE
Serial Number:	86251883	BUILD A CHURCH WEBSITE
Serial Number:	86397715	INNOVATE CMS
Serial Number:	86252779	SIMPLECHURCH
Serial Number:	86286014	SIMPLE TITHE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86252238	SITEORGANIC
Serial Number:	85441671	THRIVE

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F154314
NAME OF SUBMITTER:	James Won
SIGNATURE:	/James Won/
DATE SIGNED:	03/03/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 3, 2015, is entered into by and between each of the signatories listed as grantor on the signature page hereto (each and together, jointly and severally, the “**Grantor**”), and **SILICON VALLEY BANK** (the “**Assignee**”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Guarantee and Collateral Agreement**”), among the Assignee, the Grantor and certain of the Grantor’s affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”), by and among the Grantor and certain of the Grantor’s affiliates party thereto from time to time, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. For the purposes of this Agreement, “**Trademarks**” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (excluding any United States intent-to-use trademark or service mark applications), whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (b) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks registered with the United States Patent and Trademark Office existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that

any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. The Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

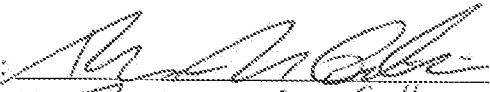
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.


ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Thomas M. Gillis
Title: Managing Director

GRANTORS:

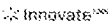
IN10SITY INTERACTIVE, L.L.C.
SITE ORGANIC, L.L.C.
CHURCH WEB BRANDS, L.L.C.
SIMPLECHURCH, L.L.C.

By: 
Name: Ross Croley
Title: President

SCHEDULE A

U.S. TRADEMARKS

<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>
Church Web Brands, L.L.C.	US	BRIDGE ELEMENT BRIDGE ELEMENT	4,637,246	11/11/2014	86/251,846	04/14/2014
Church Web Brands, L.L.C.	US	BUILD A CHURCH WEBSITE BUILD A CHURCH WEBSITE	Pending	Pending	86/251,883	04/14/2014
Site Organic, L.L.C.	US	EASY TITHE EASY TITHE	4,604,910	09/16/2014	86/182,201	02/03/2014
Church Web Brands, L.L.C.	US	E-ZEKIEL	2,516,957	12/11/2001	76/128,746	09/13/2000
Church Web Brands, L.L.C.	US	Design Mark 	3,611,146	04/28/2009	77/411,879	03/03/2008
Site Organic, L.L.C.	US	GIVINGBASE GIVINGBASE	4,630,006	10/28/2014	86/248,217	04/10/2014
In10sity Interactive, L.L.C.	US	IN10SITY INTERACTIVE IN10SITY INTERACTIVE	3,790,136	05/18/2010	77/841,655	10/05/2009

In10sity Interactive, L.L.C.	US	INPOWER CMS INPOWER CMS	4,217,104	10/02/2012	85/533,059	02/03/2012
In10sity Interactive, L.L.C.	US	INNOVATE CMS (Word and Design) 	Pending	Pending	86/397,715	09/17/2014
Site Organic, L.L.C.	US	MINISTRY BRANDS MINISTRY BRANDS	4,599,202	09/02/2014	86/252,267	04/15/2014
Church Web Brands, L.L.C.	US	MOVING MINISTRY MOVING MINISTRY	4,011,564	08/16/2011	85/192,830	12/08/2010
Simplechurch, L.L.C.	US	SIMPLECHURCH SIMPLECHURCH	Pending	Pending	86/252,779	04/15/2014
Site Organic, L.L.C.	US	SIMPLEGIVE SIMPLEGIVE	4,209,421	09/18/2012	85/526,967	01/27/2012
Site Organic, L.L.C.	US	SIMPLE TITHE SIMPLE TITHE	Pending intent to use	Pending intent to use	86/286,014	05/20/2014
Site Organic, L.L.C.	US	SITEORGANIC SITEORGANIC	Pending	Pending	86/252,238	04/15/2014

Church Web Brands, L.L.C.	US	THRIVE THRIVE	Pending	Pending	85/441,671	10/07/2011
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