

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349274

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BIDDINGFORGOOD, INC.		07/27/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT		
<b>Street Address:</b>	30 S. WACKER DRIVE, SUITE 2200		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4343127	GOODNESS IN ACTION	
<b>Registration Number:</b>	4011514	GOODOMETER	
<b>Registration Number:</b>	4109735	SHOP FOR A CAUSE	
<b>Registration Number:</b>	4122539	CHAMPIONS FOR GOOD	
<b>Registration Number:</b>	4696130	CHARITABLE COMMERCE	
<b>Registration Number:</b>	4035981	BIDDINGFORGOODMARKETPLACE	
<b>Registration Number:</b>	3493139	BIDDINGFORGOOD	
<b>Registration Number:</b>	2927803	CMARKET	
<b>Registration Number:</b>	3031369	CMARKET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	312.577.8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN MUCHIN		
<b>Address Line 1:</b>	525 W. MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	386565-5		

CH \$240.00 4343127

<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
<b>DATE SIGNED:</b>	07/27/2015
<b>Total Attachments: 5</b> source=FrontStream - Trademark Security Agreement#page1.tif source=FrontStream - Trademark Security Agreement#page2.tif source=FrontStream - Trademark Security Agreement#page3.tif source=FrontStream - Trademark Security Agreement#page4.tif source=FrontStream - Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 27, 2015, by BiddingForGood, Inc., a Delaware corporation (the “Grantor”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent (“Agent”) for Lenders (as hereinafter defined).

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

WHEREAS, pursuant to that certain Credit Agreement dated as of June 11, 2015, by and among the Grantor, the other “Borrowers” party thereto, Agent and the financial institutions (the “Lenders”) from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, including pursuant to that certain Consent and First Amendment to Credit Agreement, the “Credit Agreement”), Agent and the Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of the Borrowers;

WHEREAS, Agent and the Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security 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, 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”); provided, however, that no U.S. intent-to-use Trademark applications qualifying as Excluded Property shall be deemed Trademark Collateral hereunder:

(a) all of its U.S. registered or applied for Trademarks set forth on Schedule I hereto;

(b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.


3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. GOVERNING LAW. This Trademark Security Agreement shall be a contract made under and governed by the internal law (as opposed to the conflicts of law provisions (other than Sections 5.1401 and 5-1402 of the New York General Obligations Law)) of the State of New York applicable to contracts made and to be performed entirely within such State.

[signature pages follow]

IN WITNESS WHEREOF, 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.

BIDDINGFORGOOD, INC.

By:   
Name: Neeraj Sethi  
Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,  
as Agent

By: 

Name: Chris Williams

Title: Partner

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005585 FRAME: 0251**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

U.S. Trademarks and Trademark Applications

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>
GOODNESS IN ACTION	85360862	6/30/11	4343127	5/28/13	Registered
GOODOMETER	85182644	11/22/10	4011514	8/16/11	Registered
SHOP FOR A CAUSE	85145544	10/5/10	4109735	3/6/12	Registered
CHAMPIONS FOR GOOD	85129961	9/15/10	4122539	4/3/12	Registered
CHARITABLE COMMERCE	85099184	8/3/10	4696130	3/3/15	Registered
BIDDINGFORGOOD MARKETPLACE	85079449	7/7/10	4035981	10/4/11	Registered
BIDDINGFORGOOD	77009389	9/28/06	3493139	8/26/08	Registered
CMARKET	78265050	6/20/03	2927803	2/22/05	Registered
CMARKET	78265019	6/20/03	3031369	12/20/05	Registered