# CH \$215.00 428618

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM367061

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Recorded At Reel/Frame 5631/0485

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank, as Administrative Agent		11/20/2015	CORPORATION: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	HIGH GROUND SOLUTIONS, INC.
Street Address:	2100 River Haven Drive, Suite 210
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35244
Entity Type:	CORPORATION: DELAWARE

### **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	4286187	CHURCHCAST
Registration Number:	4782732	CHURCHVU
Serial Number:	86386313	EDUVU
Registration Number:	4286188	RAPIDCAST
Registration Number:	4297769	SCHOOLCAST
Registration Number:	3210453	SCHOOLCAST
Registration Number:	4304553	TESTPOINT
Registration Number:	4286195	WHIPCAST

### CORRESPONDENCE DATA

**Fax Number:** 6172359493

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:** 212-596-9099

Email: trademarks@ropesgray.com

Correspondent Name: Scott E. Rolink, Ropes & Gray LLP

Address Line 1: 1211 Avenue of the Americas Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	109251-0027-003
NAME OF SUBMITTER:	Scott Rolnik

TRADEMARK 900348513 REEL: 005696 FRAME: 0561

SIGNATURE:	/Scott Rolnik/				
DATE SIGNED:	12/28/2015				
Total Attachments: 8					
source=Trademark Release (Ministry)#p	age1.tif				
source=Trademark Release (Ministry)#p	age2.tif				
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### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTERESTS IN **TRADEMARKS** (this "Termination and Release") is granted as of November 20, 2015 by SILICON VALLEY BANK, as Administrative Agent (the "Agent"), in favor of IN10SITY INTERACTIVE, L.L.C., a Tennessee limited liability company ("In10sity"), SITE ORGANIC, L.L.C., a Tennessee limited liability company ("Site"), **CHURCH WEB** BRANDS. L.L.C., a Tennessee limited liability company ("Church Web"). SIMPLECHURCH, L.L.C., a Tennessee limited liability company ("Simplechurch"), HIGH GROUND SOLUTIONS, INC., a Delaware corporation ("High Ground"), MINISTRY BRANDS, LLC, a Delaware limited liability company ("Ministry"), and SHELBY SYSTEMS, INC., a Tennessee corporation ("Shelby") and NCS Services, Inc., a Delaware corporation ("NCS", and together with In10sity, Site, Church Web, Simplechurch, High Ground, and Ministry, individually, a "Grantor", and collectively, the "Grantors").

WHEREAS, In10sity, Site, Church Web, and Simplechurch executed and delivered a Trademark Security Agreement dated as of March 3, 2015 (as amended, modified or supplemented prior to the date hereof, the "*Trademark Agreement*"; capitalized terms used but not defined herein shall have the meaning ascribed to them in the Trademark Agreement), granting the Agent a security interest in and lien on certain trademarks and trademark applications described therein;

**WHEREAS**, the Trademark Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on March 3, 2015, at Reel 5470, Frame 0228;

**WHEREAS**, Shelby executed and delivered a Trademark Security Agreement dated as of March 31, 2015 (as amended, restated, supplemented or otherwise modified prior to the date hereof, "*Trademark Agreement #2*"), granting the Agent a security interest in and lien on certain trademarks and trademark applications described therein;

**WHEREAS**, the Trademark Agreement #2 was recorded in the Assignment Division of the United States Patent and Trademark Office on March 31, 2015, at Reel 5488, Frame 0875;

**WHEREAS**, Ministry executed and delivered a Trademark Security Agreement dated as of July 17, 2015 (as amended, restated, supplemented or otherwise modified prior to the date hereof, "*Trademark Agreement #3*"), granting the Agent a security interest in and lien on certain trademarks and trademark applications described therein;

**WHEREAS**, the Trademark Agreement #3 was recorded in the Assignment Division of the United States Patent and Trademark Office on July 17, 2015, at Reel 5581, Frame 0101;

**WHEREAS**, High Ground executed and delivered a Trademark Security Agreement dated as of September 25, 2015 ("*Trademark Agreement #4*", and, together with the Trademark Agreement, Trademark Agreement #2, and Trademark Agreement #3, collectively, the "*Grants*") granting the Agent a security interest in and lien on certain trademarks and trademark applications described therein;

**WHEREAS**, the Trademark Agreement #4 was recorded in the Assignment Division of the United States Patent and Trademark Office on September 28, 2015, at Reel 5631, Frame 0485;

**WHEREAS**, Ministry executed and delivered a Trademark Security Agreement dated as of October 21, 2015 ("*Trademark Agreement #5*") granting the Agent a security interest in and lien on certain trademarks and trademark applications described therein;

WHEREAS, NCS executed and delivered a Trademark Security Agreement dated as of October 26, 2015 ("Trademark Agreement #6", and, together with the Trademark Agreement, Trademark Agreement #2, Trademark Agreement #3, Trademark Agreement #4, Trademark Agreement #5 and Trademark Agreement #6, collectively, the "Grants") granting the Agent a security interest in and lien on certain trademarks and trademark applications described therein;

**WHEREAS**, the Grantors have requested that the Agent hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantor in, to and under all of the trademarks and trademark applications described in the Grants (collectively, the "*Marks*") as herein provided; and

**WHEREAS**, the Grantors have requested that the Agent provide a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its security interests in and liens on the Marks as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby:

- 1. terminates the Grants and releases, terminates and discharges all liens and security interests in each Grantor's right, title and interest in, to and under the Marks including those Marks identified in <u>Schedule 1</u> hereto; and
- 2. agrees that it shall, and at any Grantor's, or its respective successor's or assign's, reasonable request, execute, acknowledge and deliver to such Grantor all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature page follows this page.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SILICON VALLEY BANK, as Administrative

Agent

Wame

Title:

[Signature Page to Termination and Release of Security Interest in Trademarks]

# SCHEDULE I TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

# **TRADEMARKS**

Owner	Country	<u>Mark</u>	Registration No.	Registration Date	Applicatio n No.	Application Date
Church Web Brands, L.L.C.	US	BRIDGE ELEMENT	4,637,246	11/11/2014	86/251,846	04/14/2014
		BRIDGE ELEMENT				
Church Web Brands, L.L.C.	US	BUILD A CHURCH WEBSITE	Pending	Pending	86/251,883	04/14/2014
		BUILD A CHURCH WEBSITE				
Site Organic, L.L.C.	US	EASY TITHE	4,604,910	09/16/2014	86/182,201	02/03/2014
		EASY TITHE				
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
In 10 sity Interactive, L.L.C.	US	IN10SITY INTERACTIVE	3,790,136	05/18/2010	77/841,655	10/05/2009
		IN10SITY INTERACTIVE				

In10sity Interactive, L.L.C.	US	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	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	Pending	Pending	85/441,671	10/07/2011

Shelby Systems, Inc.	US	SHELBY SYSTEMS	4620897	10/14/2014	86225741	3/19/2014
Shelby Systems, Inc.	US	SHELBY	4620895	10/14/2014	86225733	3/19/2014
Shelby Systems, Inc.	US	ARENA	3593225	3/17/2009	78926885	7/11/2006
Shelby Systems, Inc.	US	CHURCH MINISTRY SYSTEM	3436124	5/27/2008	78954691	8/17/2006
Shelby Systems, Inc.	US	THE POWER OF COMMUNITY	3436123	5/27/2008	78954682	8/17/2006
Shelby Systems, Inc.	US	INNOVATIVE SOLUTIONS INFINITE POSSIBILITIES	3436122	5/27/2008	78954678	8/17/2006
Shelby Systems, Inc.	US	SHELBY SYSTEMS	3453859	6/24/2008	78954667	8/17/2006
Shelby Systems, Inc.	US	ARENA	4301599	3/12/2013	77651156	1/16/2009
Shelby Systems, Inc.	US	ASPIRE	3740607	1/19/2010	77424961	3/18/2008
Shelby Systems, Inc.	US	RAPID ONLINE AUTOMATIC REGISTRATION	3387067	2/19/2008	77088965	1/23/2007
Shelby Systems, Inc.	US	R.O.A.R.	3408027	4/8/2008	77088961	1/23/2007
Ministry Brands, LLC	US	SMOOTHEVENTS	3698113	10/20/2009	77666472	2/9/2009
Ministry Brands, LLC	US	MEDIARUSH	3698112	10/20/2009	77666453	2/9/2009
Ministry Brands, LLC	US	HIGHERGIVING	3567002	1/27/2009	77486932	5/30/2008
Ministry Brands, LLC	US	ANSWERSCAFÉ	3560629	1/13/2009	77486924	5/30/2008
Ministry Brands, LLC	US	WHERE MINISTRY CLICKS	3343166	11/27/2007	77124713	3/7/2007
Ministry Brands, LLC	US	ELEXIO	3343165	11/27/2007	77124689	3/7/2007

High Ground Solutions, Inc.	US	CHURCHCAST	4286187	2/5/2013	85662732	6/27/2012
High Ground Solutions, Inc.	US	CHURCHVU	4782732	7/28/2015	86147676	12/18/2013
High Ground Solutions, Inc.	US	EDUVU			86386313	9/5/2014
High Ground Solutions, Inc.	US	RAPIDCAST	4286188	2/5/2013	85662752	6/27/2012
High Ground Solutions, Inc.	US	SCHOOLCAST (Mobile Apps)	4297769	3/5/2013	85662717	6/27/2012
High Ground Solutions, Inc.	US	SCHOOLCAST (Web Version)	3210453	2/20/2007	78701313	8/26/2005
High Ground Solutions, Inc.	US	TESTPOINT	4304553	3/19/2013	85662891	6/27/2012
High Ground Solutions, Inc.	US	WHIPCAST	4286195	2/5/2013	85662908	6/27/2012
Ministry Brands, LLC	US	GIVINGKIOSK	3642584	6/23/2009	77584837	10/3/2008
Ministry Brands, LLC	US	MONKDEV	4699117	3/10/2015	86334998	7/11/2014
Ministry Brands, LLC	US	E EKKLESIA360	3440021	6/3/2008	77290650	9/27/2007
NCS Servicers, Inc.	US	CHURCH ON THE GO	3938050	3/29/2011	85108912	8/10/2010
NCS Services, Inc.	US	ON THE GO CHURCH	3934399	3/22/2011	85090883	7/22/2010

# TRADEMARK APPLICATIONS

Applicant	Country	<u>Mark</u>	Serial No.	Application Date
NCS Services, Inc.	US		86609943	4/25/2015

1905327.2 TRADEMARK RECORDED: 12/28/2015 REEL: 005696 FRAME: 0570