

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398335

<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>
Network for Good, Inc.		09/08/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 Six Mile Road, M/C 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Banking Institution: TEXAS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4463364	GENEROSITY UNLEASHED	
<b>Registration Number:</b>	4189323	EVENTSNOW	
<b>Registration Number:</b>	3668936	NONPROFIT 911	
<b>Registration Number:</b>	4007949	DONATENOW	
<b>Registration Number:</b>	4007948	EMAILNOW	
<b>Registration Number:</b>	3511226	GOOD CARD	
<b>Registration Number:</b>	4425774	DO GOOD. FEEL GOOD.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586771401		
<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>	858-677-1400		
<b>Email:</b>	derek.montebianco@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP US		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>NAME OF SUBMITTER:</b>	Troy Zander		
<b>SIGNATURE:</b>	/s/ Troy Zander		
<b>DATE SIGNED:</b>	09/13/2016		

CH \$190.00 4463364

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 8, 2016, by and between COMERICA BANK, a Texas banking association ("Bank"), and NETWORK FOR GOOD, INC., a New York corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1140 Connecticut Avenue, NW, Suite 700  
Washington, DC 20036

Attn: Chief Executive Officer

NETWORK FOR GOOD, INC

By: 

Name: WILLIAM STEATHMANN

Title: CEO

BANK:

COMERICA BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

*[Signature Page to Intellectual Property Security Agreement]*

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**TRADEMARK**  
**REEL: 005878 FRAME: 0133**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1140 Connecticut Avenue, NW, Suite 700  
Washington, DC 20036

Attn: Chief Executive Officer

NETWORK FOR GOOD, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

COMERICA BANK

By:  \_\_\_\_\_

Name: SEONA KIM \_\_\_\_\_

Title: SVP \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
GENEROSITY UNLEASHED	4463364	January 7, 2014
EVENTSNOW	4189323	August 14, 2012
NONPROFIT 911	3668936	August 18, 2009
DONATENOW	4007949	August 9, 2011
EMAILNOW	4007948	August 9, 2011
GOOD CARD	3511226	October 7, 2008
DO GOOD. FEEL GOOD	4425774	October 28, 2013

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