

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407998

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FO Newco, LLC		12/02/2016	Limited Liability Company: DELAWARE
HIGH GROUNDS SOLUTIONS, INC.		12/02/2016	Corporation: DELAWARE
IN10SITY INTERACTIVE, L.L.C.		12/02/2016	Limited Liability Company: DELAWARE
MINISTRY BRANDS, LLC		12/02/2016	Corporation: DELAWARE
Mobile Ministries, L.L.C.		12/02/2016	Limited Liability Company: DELAWARE
NCS SERVICES, INC.		12/02/2016	Corporation: DELAWARE
SHELBY SYSTEMS, INC.		12/02/2016	Corporation: TENNESSEE
SITE ORGANIC, L.L.C.		12/02/2016	Limited Liability Company: DELAWARE
The Rocket Company, LLC		12/02/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ARES CAPITAL CORPORATION
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
<b>Serial Number:</b>	77486924	ANSWERSCAFÉ
<b>Serial Number:</b>	78926885	ARENA
<b>Serial Number:</b>	77651156	ARENA
<b>Serial Number:</b>	86251846	BRIDGE ELEMENT
<b>Serial Number:</b>	85662732	CHURCHCAST
<b>Serial Number:</b>	78954691	CHURCH MINISTRY SYSTEM

CH \$1840.00 77486924

Property Type	Number	Word Mark
Serial Number:	85108912	CHURCH ON THE GO
Serial Number:	86147676	CHURCHVU
Serial Number:	85425213	CLOVER
Serial Number:	77695273	
Serial Number:	86414914	CLOVER
Serial Number:	77678169	CLOVER
Serial Number:	86403324	CLOVER DONATIONS
Serial Number:	77678282	CLOVERSITES
Serial Number:	86410208	CLOVER SITES
Serial Number:	77290650	E EKKLESIA360
Serial Number:	86609943	E GIVING POWERED BY NCS SERVICES
Serial Number:	86182201	EASY TITHE
Serial Number:	86386313	EDUVU
Serial Number:	75694714	EFTPLUS
Serial Number:	75694715	EFTPLUS
Serial Number:	76573758	EGIVE
Serial Number:	77835174	EGIVE
Serial Number:	77124689	ELEXIO
Serial Number:	76128746	E-ZEKIEL
Serial Number:	86674712	FAITHHIGHWAY
Serial Number:	85716386	GIVING ROCKET
Serial Number:	86248217	GIVINGBASE
Serial Number:	77584837	GIVINGKIOSK
Serial Number:	77678544	GREENHOUSE
Serial Number:	86414921	GREENHOUSE
Serial Number:	77486932	HIGHERGIVING
Serial Number:	77841655	IN10SITY INTERACTIVE
Serial Number:	85533059	INPOWER CMS
Serial Number:	86397715	INNOVATE CMS
Serial Number:	78954678	INNOVATIVE SOLUTIONS INFINITE POSSIBILIT
Serial Number:	87019495	
Serial Number:	77666453	MEDIARUSH
Serial Number:	86252267	MINISTRY BRANDS
Serial Number:	87039658	MINISTRY BRANDS
Serial Number:	86334998	MONKDEV
Serial Number:	85192830	MOVING MINISTRY
Serial Number:	85090883	ON THE GO CHURCH
Serial Number:	76364114	PARISHSOFT

Property Type	Number	Word Mark
Serial Number:	85716369	PREACHING ROCKET
Serial Number:	85662752	RAPIDCAST
Serial Number:	77088965	RAPID ONLINE AUTOMATIC REGISTRATION
Serial Number:	77088961	R.O.A.R.
Serial Number:	78701313	SCHOOLCAST
Serial Number:	85662717	SCHOOLCAST
Serial Number:	86225733	SHELBY
Serial Number:	86621946	SHELBYNEXT
Serial Number:	78954667	SHELBY SYSTEMS
Serial Number:	86225741	SHELBY SYSTEMS
Serial Number:	86252779	SIMPLECHURCH
Serial Number:	85526967	SIMPLEGIVE
Serial Number:	86286014	SIMPLE TITHE
Serial Number:	86252238	SITEORGANIC
Serial Number:	77666472	SMOOTHEVENTS
Serial Number:	85662891	TESTPOINT
Serial Number:	78954682	THE POWER OF COMMUNITY
Serial Number:	87089863	THE ROCKET COMPANY
Serial Number:	85441671	THRIVE
Serial Number:	77124713	WHERE MINISTRY CLICKS
Serial Number:	85662908	WHIPCAST
Serial Number:	77645463	RETURN ON MINISTRY
Serial Number:	76598931	FELLOWSHIP ONE
Serial Number:	76598930	RETURNONMINISTRY
Serial Number:	76598928	FELLOWSHIP TECHNOLOGIES
Serial Number:	74254435	HES
Serial Number:	77951835	MOGIV
Serial Number:	85040601	GIVUP
Serial Number:	87159882	ASCENDANCE

#### **CORRESPONDENCE DATA**

**Fax Number:** 2129692900

*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:** 2129693000

**Email:** ypan@proskauer.com

**Correspondent Name:** William Majeski

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** Eleven Times Square

**Address Line 4:** New York, NEW YORK 10036-8299

**TRADEMARK**

**REEL: 005941 FRAME: 0500**

<b>ATTORNEY DOCKET NUMBER:</b>	11668-221
<b>NAME OF SUBMITTER:</b>	William Majeski
<b>SIGNATURE:</b>	/William Majeski/
<b>DATE SIGNED:</b>	12/07/2016

**Total Attachments: 12**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2016 (this “Agreement”), among each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”) and ARES CAPITAL CORPORATION, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of December 2, 2016 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MINISTRY BRANDS INTERMEDIATE, LLC, a Delaware limited liability company (“Initial Holdings”), MINISTRY BRANDS, LLC, a Delaware limited liability company (the “Borrower”), the other GRANTORS from time to time party thereto and ARES CAPITAL CORPORATION, as the administrative agent, and (b) the Second Lien Collateral Agreement dated as of December 2, 2016 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of each Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Second Lien Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the

Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


**FO Newco, LLC, as Grantor**

By   
Name: Ross Croley  
Title: Chief Executive Officer and President


**High Ground Solutions, Inc., as Grantor**

By   
Name: Ross Croley  
Title: Chief Executive Officer and President


**In10sity Interactive, LLC, as Grantor**

By   
Name: Ross Croley  
Title: Chief Executive Officer and President


**Ministry Brands, LLC, as Grantor**

By   
Name: Ross Croley  
Title: Chief Executive Officer and President


**Mobile Ministries, L.L.C., as Grantor**

By   
Name: Ross Croley  
Title: Chief Executive Officer and President


**NCS Services, Inc., as Grantor**

By   
Name: Ross Croley  
Title: Chief Executive Officer and President

**Shelby Systems, Inc., as Grantor**


By   
Name: Ross Croley  
Title: Chief Executive Officer and President

**Site Organic, LLC, as Grantor**

By   
Name: Ross Croley  
Title: Chief Executive Officer and President



**The Rocket Company, LLC, as Grantor**

By   
Name: Ross Croley  
Title: Chief Executive Officer and President

**ARES CAPITAL CORPORATION, as  
Collateral Agent**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Rocket Company, LLC, as Grantor

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ARES CAPITAL CORPORATION, as  
Collateral Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_ Mitchell Goldstein  
Title: \_\_\_\_\_ Authorized Signatory

## Schedule I

**TRADEMARKS**

Trademark	Owner	Application Number	Filing Date	Registration Number	Registration Date
ANSWERSCAFÉ	Site Organic, L.L.C.	77/486,924	05/30/2008	3,560,629	01/13/2009
ARENA	Shelby Systems, Inc.	78/926,885	07/11/2006	3,593,225	03/17/2009
ARENA	Shelby Systems, Inc.	77/651,156	01/16/2009	4,301,599	03/12/2013
BRIDGE ELEMENT	Site Organic, L.L.C.	86/251,846	04/14/2014	4,637,246	11/11/2014
CHURCHCAST High	High Ground Solutions, Inc.	85/662,732	06/27/2012	4,286,187	02/05/2013
CHURCH MINISTRY SYSTEM	Shelby Systems, Inc.	78/954,691	08/17/2006	3,436,124	05/27/2008
CHURCH ON THE GO	NCS Services, Inc.	85/108,912	08/17/2010	3,938,050	03/29/2011
CHURCHVU	High Ground Solutions, Inc.	86/147,676	12/18/2013	4,782,732	07/28/2015
CLOVER	Ministry Brands, LLC	85/425,213	09/16/2011	4,289,822	02/12/13
CLOVER & Design	Ministry Brands, LLC	77/695,273	03/19/2009	3,686,036	09/22/2009
CLOVER	Ministry Brands, LLC	86/414,914	10/04/2014	4,743,258	05/26/2015
CLOVER	Ministry Brands, LLC	77/678,169	02/25/2009	3,685,609	09/22/2009
CLOVER DONATIONS	Ministry	86/403,324	09/23/2014	4,747,066	06/02/2015

Trademark	Owner	Application Number	Filing Date	Registration Number	Registration Date
	Brands, LLC				
CLOVERSITES	Ministry Brands, LLC	77/678,282	02/25/2009	3,685,612	09/22/2009
CLOVER SITES	Ministry Brands, LLC	86/410,208	09/30/2014	4,747,314	06/02/2015
E EKKLESIA360	Site Organic, L.L.C.	77/290,650	09/27/2007	3,440,021	06/03/2008
E GIVING POWERED BY NCS SERVICES	NCS Services, Inc.	86/609,943	04/25/2015	4,873,481	12/22/2015
EASY TITHE	Site Organic, L.L.C.	86/182,201	02/03/2014	4,604,910	09/16/2014
EASY TITHE - Canada	Site Organic, L.L.C.	1,677,713	05/20/2014	pending	pending
EDUVU	High Ground Solutions, Inc.	86/386,313	09/05/2014	pending	pending
EFTPLUS (Class 35)	Mobile Ministries, L.L.C.	75/694,714	04/30/1999	2,537,418	02/05/2002
EFTPLUS (Class 36)	Mobile Ministries, L.L.C.	75/694,715	04/30/1999	2,401,094	10/31/2000
EGIVE	Ministry Brands, LLC	76/573,758	02/03/2004	3,014,206	11/08/2005
EGIVE	Ministry Brands, LLC	77/835,174	09/25/2009	3,789,911	05/18/2010
ELEXIO	Site Organic, L.L.C.	77/124,689	03/07/2007	3,343,165	11/27/2007
E-ZEKIEL	Site Organic, L.L.C.	76/128,746	09/13/2000	2,516,957	12/11/2001
FAITH HIGHWAY	Site	86/674712	06/25/2015	4,957,424	05/10/2016

Trademark	Owner	Application Number	Filing Date	Registration Number	Registration Date
	Organic, L.L.C.				
GIVING ROCKET	The Rocket Company, LLC	85/716,386	08/29/2012	4,560,837	07/01/2014
GIVINGBASE	Site Organic, L.L.C.	86/248,217	04/10/2014	4,630,006	10/28/2014
GIVING BASE - Canada	Site Organic, L.L.C.	1,677,714	05/20/2014	pending	pending
GIVINGKIOSK	Site Organic, L.L.C.	77/584,837	10/03/2008	3,642,584	06/23/2009
GREENHOUSE	Ministry Brands, LLC	77/678,544	02/25/2009	3,704,678	11/03/2009
GREENHOUSE	Ministry Brands, LLC	86/414,921	10/04/2014	4,739,052	05/19/2015
HIGHERGIVING	Site Organic, L.L.C.	77/486,932	05/30/2008	3,567,002	01/27/2009
IN10SITY INTERACTIVE	In10sity Interactive, L.L.C.	77/841,655	10/05/2009	3,790,136	05/18/2010
INPOWER CMS	In10sity Interactive, L.L.C.	85/533,059	02/03/2012	4,217,104	10/02/2012
INNOVATE CMS	In10sity Interactive, L.L.C.	86/397,715	09/17/2014	4,751,169	06/09/2015
INNOVATIVE SOLUTIONS INFINITE POSSIBILITIES	Shelby Systems, Inc.	78/954,678	08/17/2006	3,436,122	05/27/2008
Leaf Design	Site Organic, L.L.C.	87/019,495	04/29/2016		
MEDIARUSH	Site Organic, L.L.C.	77/666,453	02/09/2009	3,698,112	10/20/2009
MINISTRY BRANDS	Site Organic,	86/252,267	04/15/2014	4,599,202	09/02/2014

Trademark	Owner	Application Number	Filing Date	Registration Number	Registration Date
	L.L.C.				
MINISTRY BRANDS	Site Organic, L.L.C.	87/039,658	05/17/2016		
MONKDEV	Site Organic, L.L.C.	86/334,998	07/11/2014	4,699,117	03/10/2015
MOVING MINISTRY	Site Organic, L.L.C.	85/192,830	12/08/2010	4,011,564	08/16/2011
ON THE GO CHURCH	NCS Services, Inc.	85/090,883	07/22/2010	3,934,399	3/22/2011
PARISHSOFT	Site Organic, L.L.C.	76/364,114	01/25/2002	2,744,420	07/29/2003
PREACHING ROCKET	The Rocket Company, LLC	85/716,369	08/29/2012	4,560,836	07/01/2014
RAPIDCAST	High Ground Solutions, Inc.	85/662,752	06/27/2012	4,286,188	02/05/2013
RAPID ONLINE AUTOMATIC REGISTRATION	Shelby Systems, Inc.	77/088,965	01/23/2007	3,387,067	02/19/2008
R.O.A.R.	Shelby Systems, Inc.	77/088,961	01/23/2007	3,408,027	04/08/2008
SCHOOLCAST	High Ground Solutions, Inc.	78/701,313	08/26/2005	3,210,453	02/20/2007
SCHOOLCAST	High Ground Solutions, Inc.	85/662,717	06/27/2012	4,297,769	03/05/2013
SHELBY	Shelby Systems, Inc.	86/225,733	03/19/2014	4,620,895	10/14/2014
SHELBYNEXT	Shelby Systems, Inc.	86/621,946	05/07/2015	4,873,689	12/22/2015

Trademark	Owner	Application Number	Filing Date	Registration Number	Registration Date
SHELBY SYSTEMS	Shelby Systems, Inc.	78/954,667	08/17/2006	3,453,859	06/24/2008
SHELBY SYSTEMS	Shelby Systems, Inc.	86/225,741	03/19/2014	4,620,897	10/14/2014
SIMPLECHURCH	Site Organic, L.L.C.	86/252,779	04/15/2014	4,780,062	07/28/2015
SIMPLEGIVE	Site Organic, L.L.C.	85/526,967	01/27/2012	4,209,421	09/18/2012
SIMPLEGIVE - Canada	Site Organic, L.L.C.	1,677,715	05/20/2014	pending	pending
SIMPLE TITHE	Site Organic, L.L.C.	86/286,014	05/20/2014	4,918,772	03/15/2016
SITEORGANIC	Site Organic, L.L.C.	86/252,238	04/15/2014	4,710,857	03/31/2015
SMOOTHEVENTS	Site Organic, L.L.C.	77/666,472	02/09/2009	3,698,113	10/20/2009
TESTPOINT	High Ground Solutions, Inc.	85/662,891	06/27/2012	4,304,553	03/19/2013
THE POWER OF COMMUNITY	Shelby Systems, Inc.	78/954,682	08/17/2006	3,436,123	05/27/2008
THE ROCKET COMPANY	The Rocket Company, LLC	87/089,863	06/30/2016		
THRIVE	Site Organic, L.L.C.	85/441,671	10/07/2011	4,729,786	05/05/2015
WHERE MINISTRY CLICKS	Site Organic, L.L.C.	77/124713	03/07/2007	3,343,166	11/27/2007
WHIPCAST	High Ground Solutions,	85/662,908	06/27/2012	4,286,195	02/05/2013

Trademark	Owner	Application Number	Filing Date	Registration Number	Registration Date
	Inc.				
RETURN ON MINISTRY	FO Newco, LLC	77/645,463	01/08/2009	3,843,583	09/07/2010
FELLOWSHIP ONE	FO Newco, LLC	76/598,931	06/23/2004	3,115,684	7/18/2006
RETURNONMINISTRY	FO Newco, LLC	76/598,930	06/23/2004	3,701,866	10/27/2009
FELLOWSHIP TECHNOLOGIES	FO Newco, LLC	76/598,928	06/23/2004	3,108,430	06/27/2006
HES	Higher Education Services, Inc.	74/254,435	03/11/1992	1,729,859	11/03/1992
MOGIV	Mogiv Inc.	77/951,835	03/05/2010	3,860,505	10/12/2010
GivUp	Mogiv Inc.	85/040,601	05/17/2010	3,900,130	01/04/2011
ASCENDANCE	Education Brands, LLC	87/159,882	09/02/2016		