

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
YourMembership.com, Inc.		03/15/2017	Corporation: FLORIDA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	85713469	CAREERBANK
Serial Number:	77207729	THE COMPLETE ONLINE MEMBER COMMUNITY
Serial Number:	77787291	SOCIALCONNECT
Serial Number:	77861635	YOURAPP
Serial Number:	77207550	YOURMEMBERSHIP.COM
Serial Number:	86723125	YOURMEMBERSHIP
Serial Number:	86724416	BUILDING CONNECTIONS. FOSTERING GROWTH.
Serial Number:	86226051	JOB FLASH
Serial Number:	86159086	ASSOCIATION CAREER NETWORK
Serial Number:	86226041	RIGHT HIRE. RIGHT NOW.
Serial Number:	86007207	CONNECT. ENGAGE. GROW.
Serial Number:	86007206	SOLUTIONS FOR TODAY'S ENGAGED AND GROWIN
Serial Number:	87074200	ADAPT. CONNECT. GROW.
Serial Number:	87261058	CROWD WISDOM
Serial Number:	87261071	CROWD WISDOM

CORRESPONDENCE DATA

Fax Number: 2129692900

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

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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

ATTORNEY DOCKET NUMBER:	11668-221
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NAME OF SUBMITTER:	William Majeski
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SIGNATURE:	/William Majeski/
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DATE SIGNED:	03/15/2017
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Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2017 (this "Agreement"), among YourMembership.com, Inc. (the "Grantor") 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. The 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, the 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 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. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

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. The 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.

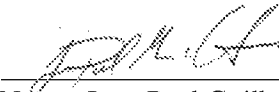
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

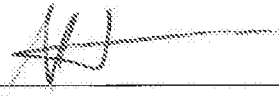
**YOURMEMBERSHIP.COM, INC., as
Grantor**

By 
Name: Jean-Paul Guilbault
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006010 FRAME: 0010**

ARES CAPITAL CORPORATION, as
Collateral Agent


By 
Name: Jan Fitzgerald
Title: Authorized Signatory

Schedule I

MARK	Country	APPLN NO.	REGN NO.	REGN DATE	OWNER	STATUS
CAREERBANK	USA	85713469	4321155	04/16/2013	YourMembership.com, Inc. 9620 Executive Center Drive St. Petersburg, FL 33702	Registered
THE COMPLETE ONLINE MEMBER COMMUNITY	USA	77207729	3411154	04/08/2008	YourMembership.com, Inc. 9620 Executive Center Drive N#200 St. Petersburg, FL 33702	Registered
SOCIALCONNECT	USA	77787291	3840028	08/31/2010	YourMembership.com, Inc. 9620 Executive Center Drive N#200 St. Petersburg, FL 33702	Registered
YOURAPP	USA	77861635	3935272	03/22/2011	YourMembership.com, Inc. 9620 Executive Center Drive N#200 St. Petersburg, FL 33702	Registered
YOURMEMBERSHIP.COM	USA	77207550	3452421	06/24/2008	YourMembership.com, Inc.	Registered
YOURMEMBERSHIP	USA	86723125	5025335	08/23/2016	YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Registered

MARK	Country	APPLN NO.	REGN NO.	REGN DATE	OWNER	STATUS
YOURMEMBERSHIP	Canada	1750559			YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Filing Date: 10/14/2015
YOURMEMBERSHIP	European Union	1266938	1266938	08/24/2015	YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Registered
YOURMEMBERSHIP	Australia	1266938	1266938	08/24/2015	YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Registered
YOURMEMBERSHIP	New Zealand	1266938	1266938	08/24/2015	YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Registered
BUILDING CONNECTIONS. FOSTERING GROWTH.	USA	86724416	4926751	03/29/2016	YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Registered
BUILDING CONNECTIONS. FOSTERING GROWTH.	Australia	1270654	1270654	08/24/2015	YourMembership.com, Inc. # 200	Registered

MARK	Country	APPLN NO.	REGN NO.	REGN DATE	OWNER	STATUS
					9620 Executive Center Drive N St. Petersburg, FL 33702	
BUILDING CONNECTIONS. FOSTERING GROWTH.	Canada	1750564	TMA957228	12/05/2016	YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Registered
JOB FLASH	USA	86226051	4670185	01/13/2015	YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Registered
association career network	USA	86159086	4665989	01/06/2015	YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Registered
RIGHT HIRE. RIGHT NOW.	USA	86226041	4576069	07/29/2014	YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Registered
CONNECT. ENGAGE. GROW.	USA	86007207	4484882	02/18/2014	YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL	Registered

MARK	Country	APPLN NO.	REGN NO.	REGN DATE	OWNER	STATUS
					33702	
SOLUTIONS FOR TODAY'S ENGAGED AND GROWING ORGANIZATIONS	USA	86007206	4484881	02/18/2014	YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Registered
ADAPT. CONNECT. GROW.	USA	87074200			YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Filing Date: 06/16/2016 Published for Opposition: 11/29/2016
	European Union Intellectual Property Office	015402662	015402662	09/16/2016	YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Registered
CROWD WISDOM	USA	87261058			YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Application filed on December 7, 2016
CROWD WISDOM	USA	87261071			YourMembership.com, Inc. # 200 9620 Executive Center Drive N St. Petersburg, FL 33702	Application filed on December 7, 2016