

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428503

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABILA, INC.		05/16/2017	Corporation: DELAWARE
APTIFY CORPORATION		05/16/2017	Corporation: DELAWARE

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: 25

Property Type	Number	Word Mark
Registration Number:	5078035	FREESTONE
Registration Number:	5077407	MYFREESTONE
Registration Number:	4602505	ABILA
Registration Number:	4810100	ABILA ELEVATE
Registration Number:	4614818	ABILA INSPIRE POSSIBILITY
Registration Number:	4602859	ABILA INSPIRE POSSIBILITY
Registration Number:	4709482	ABILA MILLENNIUM DRIVE
Registration Number:	4250647	A-SCORE
Registration Number:	3907776	AVECTRA
Registration Number:	2904630	AVECTRA
Registration Number:	4984985	ELEVATE
Registration Number:	4323825	ELEVATE YOUR MISSION
Registration Number:	2580016	HELPING THOSE WHO DO GOOD THINGS DO THEM
Registration Number:	4952891	IDEASTARTER
Registration Number:	4614821	INSPIRE POSSIBILITY
Registration Number:	4614817	INSPIRE POSSIBILITY
Registration Number:	4148957	MEMBERFUSE

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Property Type	Number	Word Mark
Registration Number:	2353333	MILLENNIUM
Registration Number:	4709483	MILLENNIUM DRIVE
Registration Number:	1945748	MIP
Registration Number:	4893664	MIP ADVANCE
Registration Number:	3907775	NETFORUM
Registration Number:	2917174	NETFORUM
Registration Number:	4947334	TREAT EVERY DONOR LIKE A MAJOR DONOR
Serial Number:	87316948	APTIFY

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: Alok A. Choksi
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
NAME OF SUBMITTER:	Alok A. Choksi
SIGNATURE:	/Alok A. Choksi/
DATE SIGNED:	05/22/2017

Total Attachments: 8
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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 16, 2017 (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 by Amendment No. 1 to Second Lien Credit Agreement dated as of April 6, 2017 and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MINISTRY BRANDS INTERMEDIATE, LLC, a Delaware limited liability company ("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 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 and as consideration for Loans previously made. 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 such 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. 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.

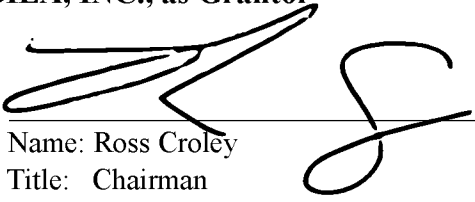
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement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

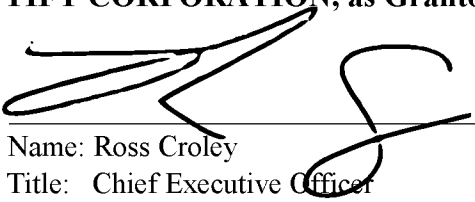
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ABILA, INC., as Grantor

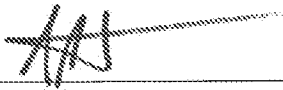
By  _____
Name: Ross Croley
Title: Chairman

APTIFY CORPORATION, as Grantor

By  _____
Name: Ross Croley
Title: Chief Executive Officer


[Signature Page to Trademark Security Agreement]

ARES CAPITAL CORPORATION, as
Collateral Agent

By 
Name: _____
Title: Ian Fitzgerald
Authorized Signatory

[Signature Page to Trademark Security Agreement]

Schedule I

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
FREESTONE	Canada	1790353 07/07/2016	—	Abila, Inc.
MIP ADVANCE	Canada	1725353 04/24/2015	—	Abila, Inc.
MYFREESTONE	Canada	1790357 07/07/2016	—	Abila, Inc.
TREAT EVERY DONOR LIKE A MAJOR DONOR	Canada	1725351 04/24/2015	—	Abila, Inc.
ABILA	Canada	1650320 11/01/2013	TMA946324 08/16/2016	Abila, Inc.
ABILA INSPIRE POSSIBILITY	Canada	1650511 11/04/2013	TMA946323 08/16/2016	Abila, Inc.
ABILA INSPIRE POSSIBILITY LOGO 	Canada	1650516 11/04/2013	TMA946319 08/16/2016	Abila, Inc.
ABILA MILLENNIUM DRIVE	Canada	1669339 03/24/2014	TMA946315 08/16/2016	Abila, Inc.
A-SCORE	Canada	1541065 08/24/2011	TMA872683 03/05/2014	Abila, Inc. (Avectra, Inc. is the registrant, but the current owner is Abila, Inc.)
AVECTRA	Canada	1485052 06/14/2010	TMA796279 04/27/2011	Abila, Inc. (Avectra, Inc. is the registrant, but the current owner is Abila, Inc.)

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
INSPIRE POSSIBILITY	Canada	1650514 11/04/2013	TMA946320 08/16/2016	Abila, Inc.
INSPIRE POSSIBILITY LOGO	Canada	1650518 11/04/2013	TMA946318 08/16/2016	Abila, Inc.
MILLENNIUM DRIVE	Canada	1669338 03/24/2014	TMA930011 02/26/2016	Abila, Inc.
NETFORUM	Canada	1485054 06/14/2010	TMA796291 04/27/2011	Abila, Inc. (Avecetra, Inc. is the registrant, but the current owner is Abila, Inc.)
ABILA	United Kingdom	3027893 10/24/2013	3027893 01/24/2014	Abila, Inc.
ABILA INSPIRE POSSIBILITY	United Kingdom	3029364 11/05/2013	3029364 01/24/2014	Abila, Inc.
ABILA INSPIRE POSSIBILITY abila INSPIRE POSSIBILITY	United Kingdom	3029378 11/05/2013	3029378 01/24/2014	Abila, Inc.
ABILLA	United Kingdom	3027896 10/24/2013	3027896 01/24/2014	Abila, Inc.
FREESTONE	US	87011165 04/22/2016	5078035 11/08/2016	Abila, Inc.
MYFREESTONE	US	86958417 03/30/2016	5077407 11/08/2016	Abila, Inc.
ABILA	US	85939892 05/22/2013	4602505 09/09/2014	Abila, Inc.
ABILA ELEVATE	US	86397307 09/17/2014	4810100 09/08/2015	Abila, Inc.

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ABILA INSPIRE POSSIBILITY	US	86006838 07/10/2013	4614818 09/30/2014	Abila, Inc.
ABILA INSPIRE POSSIBILITY in Stylized abila Letters INSPIRE POSSIBILITY	US	86006718 07/10/2013	4602859 09/09/2014	Abila, Inc.
ABILA MILLENNIUM DRIVE	US	86225037 03/18/2014	4709482 03/24/2015	Abila, Inc.
A-SCORE	US	85250265 02/24/2011	4250647 11/27/2012	Abila, Inc.
AVECTRA	US	85056488 06/07/2010	3907776 01/18/2011	Abila, Inc.
AVECTRA	US	78130161 05/21/2002	2904630 11/23/2004	Abila, Inc.
ELEVATE	US	86635065 05/19/2015	4984985 06/21/2016	Abila, Inc.
ELEVATE YOUR MISSION	US	85714387 08/28/2012	4323825 04/23/2013	Abila, Inc.
HELPING THOSE WHO DO GOOD THINGS DO THEM EVEN BETTER	US	76099036 07/28/2000	2580016 06/11/2002	Abila, Inc.
IDEASTARTER	US	86610108 04/26/2015	4952891 05/03/2016	Abila, Inc.
INSPIRE POSSIBILITY	US	86007373 07/11/2013	4614821 09/30/2014	Abila, Inc.
INSPIRE POSSIBILITY	US	86006820 07/10/2013	4614817 09/30/2014	Abila, Inc.
MEMBERFUSE	US	85318031 05/11/2011	4148957 05/29/2012	Abila, Inc.
MILLENNIUM	US	75579788 10/30/1998	2353333 05/30/2000	Abila, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
MILLENNIUM DRIVE	US	86225043 03/18/2014	4709483 03/24/2015	Abila, Inc.
MIP	US	74629200 02/01/1995	1945748 01/02/1996	Abila, Inc.
MIP ADVANCE	US	86514159 01/26/2015	4893664 01/26/2016	Abila, Inc.
NETFORUM	US	85056485 06/07/2010	3907775 01/18/2011	Abila, Inc.
NETFORUM	US	78129326 05/16/2002	2917174 01/11/2005	Abila, Inc.
TREAT EVERY DONOR LIKE A MAJOR DONOR	US	86492356 12/30/2014	4947334 04/26/2016	Abila, Inc.
APTIFY	US	87316948 01/28/2017	—	—
APTIFY	Canada	1292863 03/08/2006	TMA706432 02/04/2008	Aptify Corporation
APTIFY	China	5752873 11/29/2006	5752873 09/21/2009	Aptify Corporation
APTIFY	China	5752871 11/29/2006	5752871 11/28/2009	Aptify Corporation
APTIFY	China	5752872 11/29/2006	5752872 11/28/2009	Aptify Corporation
APTIFY	Australia	1822728 01/30/2017	—	—
APTIFY	New Zealand	744281 03/09/2006	744281 08/09/2007	Aptify Corporation
APTIFY	EU-CTM	016299174 01/30/2017	—	—