

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM439680

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INRESONANCE, LLC		08/17/2017	Limited Liability Company: DELAWARE
MINISTRY BRANDS, LLC		08/17/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2806895	IR	
<b>Registration Number:</b>	2817776	INRESONANCE	
<b>Registration Number:</b>	4038174	SCHOOLYARD	
<b>Registration Number:</b>	5232066	TAVTRAC	
<b>Registration Number:</b>	4525697	KINDRID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>	2129693000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Alok A. Choksi		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	11668-221		

CH \$140.00 2806895

<b>NAME OF SUBMITTER:</b>	Alok A. Choksi
<b>SIGNATURE:</b>	/Alok A. Choksi/
<b>DATE SIGNED:</b>	08/17/2017
<b>Total Attachments: 5</b> source=2nd Lien Trademark Security Agreement (Executed)#page1.tif source=2nd Lien Trademark Security Agreement (Executed)#page2.tif source=2nd Lien Trademark Security Agreement (Executed)#page3.tif source=2nd Lien Trademark Security Agreement (Executed)#page4.tif source=2nd Lien Trademark Security Agreement (Executed)#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 17, 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.

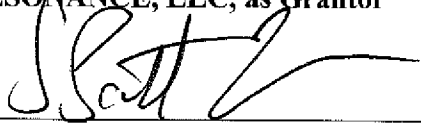
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement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

[Remainder of Page Intentionally Left Blank]

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

**INRESONANCE, LLC, as Grantor**

By 

Name: Scott Tapp

Title: President

**MINISTRY BRANDS, LLC, as Grantor**


By 

Name: Scott Tapp

Title: Chief Executive Officer


[Signature Page to Trademark Security Agreement]

**ARES CAPITAL CORPORATION, as  
Collateral Agent**

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

[Signature Page to Trademark Security Agreement]

## Schedule I

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
IR 	U.S.	76098790 7/31/00	2806895 1/20/04	inRESONANCE, LLC
INRESONANCE	U.S.	76098792 7/31/00	2817776 2/24/04	inRESONANCE, LLC
SCHOOLYARD	U.S.	85259746 3/7/11	4038174 10/11/11	inRESONANCE, LLC
TAVTRAC	U.S.	87236932 11/15/16	5232066 6/27/2017	inRESONANCE, LLC
<i>Kindrid</i>	U.S.	86076057 09/26/2013	4525697 05/06/2014	Ministry Brands, LLC