

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omega Financial, LLC		01/11/2018	Limited Liability Company: DELAWARE
CircuiTree, LLC		01/11/2018	Limited Liability Company: DELAWARE
Pennington & Company Fundraising, LLC		01/11/2018	Limited Liability Company: DELAWARE
Cybergolf, LLC		01/11/2018	Limited Liability Company: DELAWARE
Congregation Connect, LLC		01/11/2018	Limited Liability Company: DELAWARE
jVillage, LLC		01/11/2018	Limited Liability Company: VERMONT
RECEIVING PARTY DATA			
Name:	Aquiline Financial Services Fund III L.P.		
Street Address:	535 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4695719	OMEGAFI	
Registration Number:	4695721		
Registration Number:	3514971	GIN SYSTEM	
Registration Number:	3460648	OMEGA FINANCIAL	
Registration Number:	3578477	CHAPTER DESKTOP	
Registration Number:	5161030		
Registration Number:	3459750	CIRCUITREE	
Registration Number:	3348365	CYBERGOLF	
Registration Number:	4292055	RAISING YOUR EXPECTATIONS	
Registration Number:	4398653	PENNINGTON & COMPANY	

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Property Type	Number	Word Mark
Registration Number:	4398654	PENNINGTON & COMPANY
Registration Number:	4297898	PENNINGTON & COMPANY
Registration Number:	4862237	CONGREGATION CONNECT
Registration Number:	4441642	CLOUD FOR SYNAGOGUES
Registration Number:	5353266	JVILLAGE NETWORK
Registration Number:	5353267	JVILLAGE NETWORK
Serial Number:	87191957	TOGETHERWORK

CORRESPONDENCE DATA

Fax Number: 2127288111

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: 212 728 8000

Email: ipdept@willkie.com

Correspondent Name: Spencer Simon c/o Willkie Farr & Gallagh

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	123717.00006 SS
NAME OF SUBMITTER:	Spencer F. Simon
SIGNATURE:	/spencerfsimon/
DATE SIGNED:	01/11/2018

Total Attachments: 6

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THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF JANUARY 11, 2018 (THE “**SUBORDINATION AGREEMENT**”), BY AND BETWEEN AQUILINE FINANCIAL SERVICES FUND III L.P., A CAYMAN ISLANDS EXEMPTED LIMITED PARTNERSHIP, AND DEERPATH CAPITAL II, LP, A DELAWARE LIMITED PARTNERSHIP, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT FOR SENIOR LENDERS (AS DEFINED THEREIN) (THE “**SENIOR LENDERS**”) (IN SUCH CAPACITY, THE “**SENIOR AGENT**”), AND ACKNOWLEDGED BY EACH OF OMEGA FINANCIAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE “**COMPANY**”), THE OTHER BORROWERS FROM TIME TO TIME PARTY TO THE SENIOR LOAN AGREEMENT (AS DEFINED THEREIN) (TOGETHER WITH THE COMPANY, EACH, A “**BORROWER**” AND, COLLECTIVELY, THE “**BORROWERS**”), TOGETHERWORK HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“**HOLDINGS**”), AND THE OTHER GUARANTORS FROM TIME TO TIME PARTY TO THE SENIOR LOAN AGREEMENT (TOGETHER WITH HOLDINGS, EACH, A “**GUARANTOR**” AND COLLECTIVELY, THE “**GUARANTORS**”; THE BORROWERS TOGETHER WITH THE GUARANTORS, THE “**LOAN PARTIES**”), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY LOAN PARTIES PURSUANT TO THAT CERTAIN LOAN AGREEMENT DATED AS OF DECEMBER 2, 2015, BY AND AMONG LOAN PARTIES, SENIOR AGENT AND SENIOR LENDERS, AS SUCH LOAN AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME (THE “**SENIOR LOAN AGREEMENT**”), AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THE SENIOR LOAN AGREEMENT, IN EACH CASE TO THE EXTENT PERMITTED BY THE SUBORDINATION AGREEMENT.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of January 11, 2018 (this “**Trademark Security Agreement**”), by and among each grantor listed on Schedule 1 hereto (collectively, the “**Grantors**”, and each, a “**Grantor**”) in favor of Aquiline Financial Services Fund III L.P. (the “**Lender**”) is entered into in connection with that certain Secured Grid Revolving Line of Credit, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Omega Financial, LLC, a Delaware limited liability company (the “**Company**”), the other Grantors, the other guarantors party thereto and the Lender.

W I T N E S S E T H:

WHEREAS, the Grantors are a party to the Credit Agreement in favor of the Lender pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and to induce the Lender, to enter into the Credit Agreement, each Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Lender a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor, whether now existing or hereafter arising or acquired from time to time (collectively, the “*Trademark Collateral*”): all trademarks service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States trademark registrations and applications for registration, listed on Schedule 2 attached hereto, together with any and all (i) rights and privileges arising under applicable legal requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vi) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by such Grantor of a security interest therein would result in loss by such Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Credit Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

SECTION 4. Termination. Once the Obligations have been paid in full, the security interest granted pursuant to the Credit Agreement and the security interest granted herein shall automatically terminate and be deemed released, and upon written request and cost of the Company, Lender shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by pdf or other electronic transmission), all of

which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OMEGA FINANCIAL, LLC

By: 

Name: John Donaldson

Title: Chief Financial Officer

CIRCUITREE, LLC

By: 

Name: John Donaldson

Title: Chief Financial Officer

CYBERGOLF, LLC

By: 

Name: John Donaldson

Title: Chief Financial Officer

PENNINGTON & COMPANY FUNDRAISING,
LLC

By: 

Name: John Donaldson

Title: Chief Financial Officer

CONGREGATION CONNECT, LLC

By: 

Name: John Donaldson

Title: Chief Financial Officer

JVILLAGE, LLC

By: 

Name: John Donaldson

Title: Chief Financial Officer

SCHEDULE 1
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

GRANTORS

NAME	ADDRESS
Omega Financial, LLC	1242 Sixth Avenue Columbus, GA 31901
CircuiTree, LLC	1353 Lake Shore Drive Branson, MO 65616
Cybergolf, LLC	13024 Beverly Park Rd. Mukilteo, WA 98275
Pennington & Company Fundraising, LLC	501 Gateway Dr., Suite A Lawrence, KS 66049
Congregation Connect, LLC	59 Second Street East Rockaway, NY 11581
jVillage, LLC	59 Second Street East Rockaway, NY 11581

SCHEDULE 2
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	TITLE	REGISTRATION NUMBER
Omega Financial, LLC	OMEGAFI	4,695,719
Omega Financial, LLC	Omega Design	4,695,721
Omega Financial, LLC	Gin System	3,514,971
Omega Financial, LLC	Omega Financial	3,460,648
Omega Financial, LLC	Chapter Desktop	3,578,477
CircuiTree, LLC	Design	5,161,030
CircuiTree, LLC	CIRCUITREE	3,459,750
Cybergolf, LLC	CYBERGOLF	3,348,365
Pennington & Company Fundraising, LLC	Raising Your Expectations	4,292,055
Pennington & Company Fundraising, LLC	Pennington & Company	4,398,653
Pennington & Company Fundraising, LLC	Pennington & Company	4,398,654
Pennington & Company Fundraising, LLC	Pennington & Company	4,297,898
Congregation Connect, LLC	Congregation Connect	4,862,237
Congregation Connect, LLC	Cloud for Synagogues	4,441,642
jVillage, LLC	JVillage Network	5,353,266
jVillage, LLC	JVillage Network (stylized)	5,353,267

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Omega Financial, LLC	Togetherwork	87/191,957