

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHAVERWARE, LLC		03/12/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	666 Fifth Ave., 18th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3289784	THE GOLD STANDARD IN SYNAGOGUE MEMBERSHI	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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>			
Phone:	2124597136		
Email:	tbennett@goodwinlaw.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	128995.270783		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	03/14/2018		
Total Attachments: 17			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 12, 2018, (the "Trademark Security Agreement") is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 12, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GI Cog Intermediate Holdings LLC, a Delaware limited liability company ("Holdings"), GI Cog Company Merger Sub LLC, a Delaware limited liability company (prior to the consummation of the Closing Date Acquisition and the Closing Date Merger, the "Initial Borrower"), upon consummation of the Closing Date Acquisition and the Closing Date Merger, Togetherwork Holdings, LLC, a Delaware limited liability company (as the surviving entity after giving effect to the Closing Date Acquisition and Closing Date Merger, the "Borrower"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Golub Capital LLC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Initial Borrower and the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Initial Borrower and the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security

interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Property) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (other than any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be automatically released upon the Facility Termination Date. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

CAPTUREPOINT, LLC
as Grantor

By: 
Name: Neil Platt
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006291 FRAME: 0719

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.

Very truly yours,

CHAUERWARE, LLC
as Grantor

By: _____



Name: Neil Platt

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006291 FRAME: 0720

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.

Very truly yours,

CIRCUITREE, LLC

as Grantor

By: 

Name: Neil Platt

Title: Chief Executive Officer

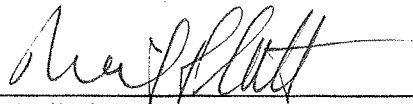
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006291 FRAME: 0721

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.

Very truly yours,

CONGREGATION CONNECT, LLC
as Grantor

By: 
Name: Neil Platt
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006291 FRAME: 0722

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.

Very truly yours,

CYBERGOLF, LLC
as Grantor

By: 
Name: Neil Platt
Title: Chief Executive Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006291 FRAME: 0723

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.

Very truly yours,

EVERYSPORT, LLC
as Grantor

By: 
Name: Neil Platt
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006291 FRAME: 0724

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.

Very truly yours,

JVILLAGE LLC
as Grantor

By: 

Name: Neil Platt

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006291 FRAME: 0725

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.

Very truly yours,

OMEGA FINANCIAL, LLC
as Grantor

By: 
Name: Neil Platt
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006291 FRAME: 0726

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.

Very truly yours,

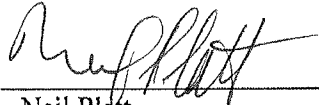
**PENNINGTON & COMPANY FUNDRAISING,
LLC**

as Grantor

By: _____

Name: Neil Platt

Title: Chief Executive Officer

A handwritten signature in black ink, appearing to read "Neil Platt", is written over a horizontal line. The signature is cursive and somewhat stylized.


[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006291 FRAME: 0727**

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.

Very truly yours,

SOFTREK, LLC
as Grantor

By: 
Name: Neil Platt
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006291 FRAME: 0728

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC
as Administrative Agent

By: 

Name: Robert G. Nuchscherer

Title: Managing Director

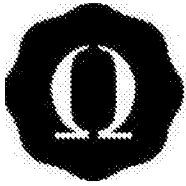
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006291 FRAME: 0729

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark Name	Reg. Date (App. Date)	Reg. No. (App. No.)	Status	Owner
TOGETHERWORK	1/2/2018	5,371,153	LIVE	Omega Financial, LLC
	3/3/2015	4,695,721	LIVE	Omega Financial, Inc. ¹
OMEGAFI	3/3/2015	4,695,719	LIVE	Omega Financial, Inc. ²
GIN SYSTEM	10/18/2008	3,514,971	LIVE	Omega Financial, Inc. ³
CHAPTER DESKTOP	2/24/2009	3,578,477	LIVE	Omega Financial, Inc. ⁴
OMEGA FINANCIAL	7/8/2008	3,460,648	LIVE	Omega Financial, Inc. ⁵

¹ Assignment filed to indicate Omega Financial, LLC as current record owner.
² Assignment filed to indicate Omega Financial, LLC as current record owner.
³ Assignment filed to indicate Omega Financial, LLC as current record owner.
⁴ Assignment filed to indicate Omega Financial, LLC as current record owner.
⁵ Assignment filed to indicate Omega Financial, LLC as current record owner.

Mark Name	Reg. Date (App. Date)	Reg. No. (App. No.)	Status	Owner
	3/14/2017	5,161,030	LIVE	CircuiTree, LLC
CIRCUITREE	7/1/2008	3,459,750	LIVE	CircuiTree, LLC
CONGREGATION CONNECT	12/1/2015	4,862,237	LIVE	Congregation Connect, LLC
CLOUD FOR SYNAGOGUES	11/26/2013	4,441,642	LIVE	Congregation Connect, LLC
CLEARVIEW	11/24/2009	3,716,084	LIVE	Softrek Corporation ⁶
CLEARVIEW CRM	7/26/2016	5,006,914	LIVE	Softrek Corporation ⁷
PLEDGEMAKER	7/17/2001	2,469,562	LIVE	Softrek Corporation ⁸
JVILLAGE NETWORK (Stylized) 	12/12/2017	5,353,267	LIVE	jVillage, LLC
JVILLAGE NETWORK	12/12/2017	5,353,266	LIVE	jVillage, LLC
COMMUNITYPASS	11/18/2014	4639285	LIVE	E-Websity, Inc. d/b/a Capturepoint.co m ⁹
CYBERGOLF	12/4/2007	3348365	LIVE	Cybergolf, LLC

⁶ Assignment filed to indicate SofTrek, LLC as current record holder.

⁷ Assignment filed to indicate SofTrek, LLC as current record holder.

⁸ Assignment filed to indicate SofTrek, LLC as current record holder.

⁹ Assignment filed to indicate Capturepoint, LLC as current record holder.

Mark Name	Reg. Date (App. Date)	Reg. No. (App. No.)	Status	Owner
GAMEPLAN	1/10/2017	5119101	LIVE	Everysport.net, Inc. ¹⁰
PENNINGTON & COMPANY	9/10/2013	4398653	LIVE	Pennington & Company ¹¹
PENNINGTON & COMPANY	9/10/2013	4398654	LIVE	Pennington & Company ¹²
PENNINGTON & COMPANY	3/5/2013	4297898	LIVE	Pennington & Company ¹³
RAISING YOUR EXPECTATIONS	2/19/2013	4292055	LIVE	Pennington & Company ¹⁴
THE GOLD STANDARD IN SYNAGOGUE MEMBERSHIP SOFTWARE	9/11/2007	3289784	LIVE	Circuits & Systems Computers and Peripherals, Inc. ¹⁵

2. TRADEMARK APPLICATIONS

None.

¹⁰ Assignment filed to indicate Everysport, LLC as current record holder.

¹¹ Assignment filed to indicate Pennington & Company Fundraising, LLC as current record holder.

¹² Assignment filed to indicate Pennington & Company Fundraising, LLC as current record holder.

¹³ Assignment filed to indicate Pennington & Company Fundraising, LLC as current record holder.

¹⁴ Assignment filed to indicate Pennington & Company Fundraising, LLC as current record holder.

¹⁵ Assignment filed to indicate Chaverware, LLC as current record holder.