

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allegiance Fundraising, LLC		06/17/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Plexus Fund IV-A, L.P.		
Street Address:	4242 Six Forks Road		
Internal Address:	Suite 950		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4274216	ALLEGIANCE	
Serial Number:	88054208	ALLEGIANCE FUNDRAISING	
Serial Number:	88194229	ALLEGIANCE FUNDRAISING NEXUS EDITION	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	919-838-2034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire / Smith Anderson Law		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/s/ Perky L. Karmire		
DATE SIGNED:	06/17/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 17, 2019 (this "Agreement"), is made by ALLEGIANCE FUNDRAISING, LLC, a Delaware limited liability company (the "Grantor") in favor of PLEXUS FUND IV-A, L.P., a Delaware limited partnership, as collateral agent for the ratable benefit of itself and the Purchasers (in such capacity, together with its successors and permitted assigns, the "Collateral Agent"). Capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined).

WHEREAS, the Grantor, the other loan parties from time to time party thereto (together with the Grantor, each a "Loan Party" and, collectively, the "Loan Parties"), Collateral Agent, and the Purchasers from time to time party thereto have entered into a Note Purchase Agreement, dated as of November 14, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, in connection with the Purchase Agreement, the Loan Parties have entered into the Security Agreement, dated as of November 14, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Collateral Agent for the ratable benefit of itself and Purchasers from time to time party to the Purchase Agreement; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Security Agreement, the Grantor hereby agrees as follows:

Section 1 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to Collateral Agent, for the ratable benefit of itself and the Purchasers, and grants to Collateral Agent, for the ratable benefit of itself and the Purchasers, a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto, but excluding any "intent to use" Trademark applications for which a verified statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office;

(ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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 2 Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more

fully set forth in the 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 or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 3 Releases.

(i) At such time as the Obligations shall have been paid in full (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) and the Purchase Agreement shall have terminated in accordance with its terms, (i) the Trademark Collateral shall automatically be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent, the Purchasers and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor, and (ii) the Grantor is hereby authorized to file releases and terminations with the United States Patent and Trademark Office evidencing such release and termination of the Collateral Agent's security interest in the Trademark Collateral. At the request and sole expense of the Grantor following such termination, the Collateral Agent shall execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such release and termination.

(ii) If any of the Trademark Collateral shall be sold, transferred or otherwise disposed of by the Grantor in a transaction permitted under the Purchase Agreement, then the Collateral Agent, at the request and sole expense of the Grantor, shall execute and deliver to Grantor all releases and other documents reasonably necessary or desirable for the release of the Liens created hereby on such Trademark Collateral. In the event that all the Capital Stock of the Grantor or all the Capital Stock of the Parent shall be sold, transferred or otherwise disposed of in a transaction permitted by the Purchase Agreement, then, at the request and expense of the Grantor, the Grantor shall be released from its obligations hereunder; provided, that the Grantor shall have delivered to the Collateral Agent, at least ten (10) Business Days prior to the date of the proposed release, a written request for release identifying the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Grantor stating that such transaction is in compliance with the Purchase Agreement and other Note Documents.

Section 4 Grantor Remain Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses, in each case subject to a security interest hereunder.

Section 5 Counterparts. This 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.

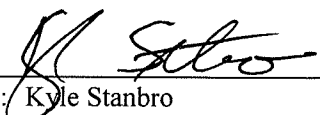
Section 6 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of North Carolina.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

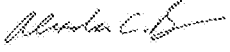
ALLEGIANCE FUNDRAISING, LLC

By: Allegiance Fundraising Group, LLC
Its: Sole Member

By: 
Name: Kyle Stanbro
Its: Chief Financial Officer


PLEXUS FUND IV-A, L.P., as Collateral Agent

By: Plexus Fund IV GP I, LLC
Its: General Partner



By: 
Name: Alexander C. Bean
Title: Manager

SCHEDULE I

Registered Trademarks

Mark	Country	Registration Number	Registration Date
 The logo for 'allegiance' features a stylized graphic of three curved lines above the word 'allegiance' in a lowercase, serif font.	USA	4274216	January 15, 2013

Trademark Applications

Mark	Country	Serial Number	Filing Date
 The logo consists of a stylized 'A' symbol made of three thick black bars, followed by the words 'ALLEGIANCE' and 'FUNDRAISING' in a bold, uppercase, sans-serif font.	USA	88054208	July 26, 2018
 The logo features the words 'ALLEGIANCE FUNDRAISING' and 'NEXUS EDITION' stacked in a bold, uppercase, sans-serif font.	USA	88194229	November 14, 2018

Trademark Licenses

None.