

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558554

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Foundation Source Philanthropic Services Inc.		01/22/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Audax Private Debt LLC, as Collateral Agent		
<b>Street Address:</b>	101 Huntington Avenue, 25th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02119		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77183492	FOUNDATION SOURCE	
<b>Serial Number:</b>	88723278	FOUNDATION SOURCE	
<b>Serial Number:</b>	85075200	FOUNDATION SOURCE ONLINE	
<b>Serial Number:</b>	87821811	FOUNDATION SOURCE REQUESTS	
<b>Serial Number:</b>	87821816	FOUNDATION SOURCE RESULTS	
<b>Serial Number:</b>	85438987	GRANTSAFE	
<b>Serial Number:</b>	88723281	MAKING MORE FOUNDATIONS GREAT FOUNDATION	
<b>Serial Number:</b>	88547176	THE TRUSTED PARTNER BEHIND AMERICA'S FOU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Doris Ka		

OP \$215.00 77183492

<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	01/22/2020
<b>Total Attachments: 6</b> source=04. Foundation Source - Trademark Security Agreement#page1.tif source=04. Foundation Source - Trademark Security Agreement#page2.tif source=04. Foundation Source - Trademark Security Agreement#page3.tif source=04. Foundation Source - Trademark Security Agreement#page4.tif source=04. Foundation Source - Trademark Security Agreement#page5.tif source=04. Foundation Source - Trademark Security Agreement#page6.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Foundation Source Philanthropic Services Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) January 22, 2020

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Audax Private Debt LLC., as Collateral Agent

Street Address: 101 Huntington Avenue, 25th Floor

City: Boston

State: MA

Country: USA Zip: 02119

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Limited Liability Company - Delaware, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

see attached Schedule I

B. Trademark Registration No.(s)

see attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 02720.144

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Doris Ka

Name of Person Signing

January 22, 2020

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of January 22, 2020, by Foundation Source Philanthropic Services Inc. (the “**Pledgor**”), in favor of AUDAX PRIVATE DEBT LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor (the “**Trademark Collateral**”):

- (a) Trademarks of the Pledgor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case, other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full (other than contingent obligations not then due) of the Secured Obligations and termination of the Security Agreement,

[Signature Page to Trademark Security Agreement]

the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, 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.

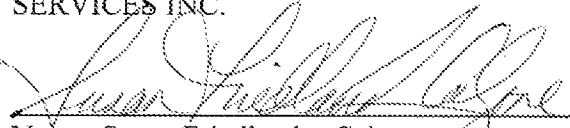
[signature page follows]

IN WITNESS WHEREOF, each Pledgor 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,


FOUNDATION SOURCE PHILANTHROPIC  
SERVICES INC.

By:

  
Name: Susan Friedlander Calzone  
Title: President and Chief Executive Officer

Accepted and Agreed:

AUDAX PRIVATE DEBT LLC,  
as Collateral Agent

By:   
Name: Steven V. Ruby  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006843 FRAME: 0107**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademarks:

	<b>Owner</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	Foundation Source Philanthropic Services Inc.	FOUNDATION SOURCE	77183492	05/17/2007	3545818	12/16/2008
2.	Foundation Source Philanthropic Services Inc.	Foundation Source & Design (Logo)	88723278	12/11/2019	N/A	N/A
3.	Foundation Source Philanthropic Services Inc.	FOUNDATION SOURCE ONLINE	85075200	06/30/2010	3943465	04/12/2011
4.	Foundation Source Philanthropic Services Inc.	FOUNDATION SOURCE REQUESTS	87821811	03/06/2018	5631211	12/18/2018
5.	Foundation Source Philanthropic Services Inc.	FOUNDATION SOURCE RESULTS	87821816	03/06/2018	5631212	12/18/2018
6.	Foundation Source Philanthropic Services Inc.	GRANTS SAFE	85438987	10/04/2011	4174485	07/17/2012
7.	Foundation Source Philanthropic Services Inc.	MAKING MORE FOUNDATIONS GREAT FOUNDATIONS	88723281	12/11/2019	N/A	N/A
8.	Foundation Source Philanthropic Services Inc.	THE TRUSTED PARTNER BEHIND AMERICA'S FOUNDATIONS	88547176	07/29/2019	N/A	N/A