

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Collateral Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raiseright, LLC f/k/a Great Lakes Scrip Center, LLC		06/26/2020	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86562380	SCRIPWARE	
Serial Number:	86562387	SCRIPWARE	
Serial Number:	86230283	FUNDRAISING AT YOUR FINGERTIPS	
Serial Number:	86177622	MYSCRIPWALLET	
Serial Number:	85771215	SCRIPNOW	
Serial Number:	85770455	RELOADNOW	
Serial Number:	85269925	SHOPWITHSCRIP	
Serial Number:	76528707	GREAT LAKES SCRIP CENTER	
Serial Number:	76532109	FUNDRAISING WHILE YOU SHOP	
Serial Number:	88911592	GIFTCARDAID	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com, hunter.hullett@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		

OP \$265.00 86562380

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	06/29/2020
Total Attachments: 5 source=GLSC First Amendment to Trademark Collateral Security Agreement#page1.tif source=GLSC First Amendment to Trademark Collateral Security Agreement#page2.tif source=GLSC First Amendment to Trademark Collateral Security Agreement#page3.tif source=GLSC First Amendment to Trademark Collateral Security Agreement#page4.tif source=GLSC First Amendment to Trademark Collateral Security Agreement#page5.tif	

**FIRST AMENDMENT TO
TRADEMARK COLLATERAL SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK COLLATERAL SECURITY AGREEMENT (this “**Amendment**”), dated as of June 26, 2020, is entered into by and between RAISERIGHT, LLC, a Michigan limited liability company (f/k/a Great Lakes Scrip Center, LLC) (“**Grantor**”), and ALLY BANK, as agent (in such capacity, together with its successors and assigns, the “**Agent**”) for itself as a Lender (as defined below) and the other Lenders.

WHEREAS, Grantor and the Agent are party to that certain Loan and Security Agreement, dated as of January 26, 2018, among Grantor, certain Affiliates of Grantor, the financial institutions party thereto from time to time as lenders (each a “**Lender**” and collectively, the “**Lenders**”), and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”);

WHEREAS, Grantor executed and delivered to the Agent that certain Trademark Collateral Security Agreement dated as of January 26, 2018 (including all schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Trademark Security Agreement**”) pursuant to which Grantor granted and conveyed to Agent, for its benefit and for the ratable benefit of Lenders, a security interest in and to all of Grantor’s right, title and interest in, to and under the Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 29, 2018, at Reel and Frame number 6259/0579; and

WHEREAS, Grantor has changed its name from “Great Lakes Scrip Center, LLC” to “RaiseRight, LLC” (the “**Name Change**”) and the Grantor and the Agent desire to amend the Trademark Security Agreement to reflect such Name Change and make certain other modifications, as herein set forth.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Agent hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meaning as in the Trademark Security Agreement, as amended hereby.

2. **Amendments to Trademark Security Agreement.**

(a) Effective as of the date hereof, the Trademark Security Agreement (other than Schedule A thereto) is hereby amended by deleting all references to “Great Lakes Scrip Center, LLC” therein and replacing such references with “RaiseRight, LLC” therein.

(b) Effective as of the date hereof, Schedule A to the Trademark Security Agreement is hereby amended and restated in its entirety as set forth on Annex A attached hereto.

3. Acknowledgment. The parties hereto acknowledge and agree that all references in the Trademark Security Agreement to the “Loan Agreement” shall be deemed references to the Loan Agreement as defined in this Amendment.

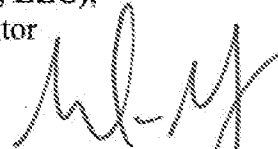
4. Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Trademark Security Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Trademark Security Agreement are ratified and confirmed and shall continue in full force and effect. Grantor and the Agent agree that the Trademark Security Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

5. Counterparts. This Amendment may be executed via facsimile, portable document format (.pdf), or other electronic transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Amendment shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Grantor and the Agent have caused this Amendment to be duly executed and delivered as of the date first above written.

RAISERIGHT, LLC (f/k/a Great Lakes Scrip Center, LLC),
as Grantor

By: 
Name: Margaret Murphy
Title: President and Chief Executive Officer

ALLY BANK,
as Agent

By: _____
Name: Chip Oboza
Title: Authorized Signatory

[Signature Page]

First Amendment to Trademark Collateral Security Agreement

#75568422


TRADEMARK
REEL: 006982 FRAME: 0302

IN WITNESS WHEREOF, Grantor and the Agent have caused this Amendment to be duly executed and delivered as of the date first above written.

RAISERIGHT, LLC (f/k/a Great Lakes Scrip Center, LLC),
as Grantor

By: _____
Name: Margaret Murphy
Title: President and Chief Executive Officer

ALLY BANK,
as Agent

By:  _____
Name: Chip Oboza
Title: Authorized Signatory

[Signature Page]

First Amendment to Trademark Collateral Security Agreement

#75568422

TRADEMARK
REEL: 006982 FRAME: 0303

Annex A

SCHEDULE A

Registration or Application Number	Country	Registration or Filing Date	Mark
86562380	United States	27-OCT-2015	SCRIPWARE
86562387	United States	20-OCT-2015	SCRIPWARE
86230283	United States	09-AUG-2016	FUNDRAISING AT YOUR FINGERTIPS
86177622	United States	25-AUG-2015	MYSCHIPWALLET
85771215	United States	02-JUL-2013	SCRIPNOW
85770455	United States	02-JUL-2013	RELOADNOW
85269925	United States	17-APR-2012	SHOPWITHSCRIP
76528707	United States	17-JAN-2006	GREAT LAKES SCRIP CENTER
76532109	United States	10-AUG-2004	FUNDRAISING WHILE YOU SHOP
88911592	United States	12-May-2020	GiftCardAid
2029802	Canada	21-May-2020	GiftCardAid
2015209	Canada	3-MAR-2020	RAISERIGHT
88811460	United States	26-FEB-2020	RAISE RIGHT

[Annex A]

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