

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Network for Good, Inc.		10/26/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Loan Operations		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	85400273	EVENTSNOW	
Serial Number:	85400289	NETWORK FOR GOOD	
Serial Number:	77337102	GOOD CARD	
Serial Number:	78098862	NETWORK FOR GOOD	
Serial Number:	77351190	NETWORK FOR GOOD	
Serial Number:	77651168	NONPROFIT 911	
Serial Number:	78098872		
Serial Number:	77714046	DONATENOW	
Serial Number:	85400296	THE NETWORK FOR GOOD	
Serial Number:	85586063	GENEROSITY UNLEASHED	
Serial Number:	77215995	DO GOOD. FEEL GOOD.	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
TRADEMARK			

CH \$290.00 85400273

Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER: Matt Schwartz

SIGNATURE: /s/ Matt Schwartz

DATE SIGNED: 10/26/2020

Total Attachments: 6

source=IPSA#page1.tif

source=IPSA#page2.tif

source=IPSA#page3.tif

source=IPSA#page4.tif

source=IPSA#page5.tif

source=IPSA#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 26, 2020, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and NETWORK FOR GOOD, INC., a New York corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Lender and Grantor and the other parties thereto. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

NETWORK FOR GOOD, INC..

By: 

Name: William Strathmann

Title: CEO

Address for Notices:
1140 Connecticut Avenue, Suite 700
Washington, DC 20036

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

NETWORK FOR GOOD, INC..

By: _____

Name: _____

Title: _____

Address for Notices:

1140 Connecticut Avenue, Suite 700
Washington, DC 20036

LENDER:

WESTERN ALLIANCE BANK, an Arizona
corporation

By: Whitley Mayberg

Name: Whitley Mayberg

Title: Relationship Manager

Address for Notices:

55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

Exhibit B

TRADEMARKS

Please Check if No Trademarks Exist

- NETWORK FOR GOOD AND ALL OTHER EXISTING OR HEREAFTER ACQUIRED TRADEMARKS, SERVICES MARKS, LOGOS, BRANDS AND IDENTIFIERS, WHETHER OR NOT REGISTERED, OWNED OR CONTROLLED BY LICENSOR, AND ALL TRADEMARK RIGHTS THEREIN.

- Registered Trademarks:

Trademark	Country	Owner	Application No. Filing Date	Registration No. Registration Date	Status
EVENTSNOW	U.S.	Network for Good, Inc.	85/400,273 17-Aug-2011	4,189,323 14-Aug-2012	Registered 14-Aug-2022
NETWORK FOR GOOD	U.S.	Network for Good, Inc.	85/400,289 17-Aug-2011	4,208,863 18-Sep-2012	Registered 18-Sep-2022
GOOD CARD	U.S.	Network for Good, Inc.	77/337,102 26-Nov-2007	3,511,226 07-Oct-2008	Registered 07-Oct-2028
NETWORK FOR GOOD	U.S.	Network for Good, Inc.	78/098,862 18-Dec-2001	2,691,002 25-Feb-2003	Registered 25-Feb-2023
NETWORK FOR GOOD & design	U.S.	Network for Good, Inc.	77/351,190 13-Dec-2007	3,479,891 05-Aug-2008	Registered 05-Aug-2028
NONPROFIT 911	U.S.	Network for Good, Inc.	77/651,168 16-Jan-2009	3,668,936 18-Aug-2009	Registered 18-Aug-2029
Silhouette Design (3)	U.S.	Network for Good, Inc.	78/098,872 18-Dec-2001	2,659,651 10-Dec-2002	Registered 10-Dec-2022
DONATENOW	U.S.	Network for Good, Inc.	77/714,046 15-Apr-2009	4,007,949 09-Aug-2011	Registered 09-Aug-2021
THE NETWORK FOR GOOD	U.S.	Network for Good, Inc.	85/400,296 17-Aug-2011	4,193,266 21-Aug-2012	Registered 21-Aug-2022
GENEROSITY UNLEASHED	U.S.	Network for Good, Inc.	85/586,063 02-Apr-2012	4,463,364 7-Jan-2014	Registered 07-Jan-2024
DO GOOD. FEEL GOOD.	U.S.	William Strathmann	77/215,995 26-Jun-2007	4,425,774 29-Oct-2013	Registered 29-Oct-2023

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Patents / Patent Applications</u>				
Office / Jurisdiction	Patent No. or App. Ser. No.	Title	Issue Date or Filing Date	Owner