

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MobilizeAmerica, Inc.		12/14/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	White Oak Global Advisors, LLC, as Collateral Agent		
Street Address:	3 Embarcadero Center, Suite 550		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88796629	MOBILIZEAMERICA	
Serial Number:	88796636	MOBILIZE.US	
Serial Number:	88746154	MOBILIZE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ Alana Gramer		
DATE SIGNED:	12/14/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of December 14, 2020 (this “Trademark Security Agreement”), is made by the Pledgor that is a signatory hereto (the “Pledgor”), in favor of WHITE OAK GLOBAL ADVISORS, LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the “Collateral Agent”), pursuant to that certain Credit Agreement, dated as of August 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), entered into by and among ELEVATE MERGER SUB, INC., a Delaware corporation, immediately upon the consummation of the Closing Date Acquisition, EVERYACTION INTERMEDIATE HOLDING CORPORATION (f/k/a Blue Campaigns Intermediate Holding Corporation), a Delaware corporation, immediately upon the consummation of the Closing Date Acquisition, EVERYACTION HOLDING, INC. (f/k/a EveryAction, Inc.), a Delaware corporation, each other Person from time to time party thereto, CORTLAND CAPITAL MARKETS SERVICES LLC, as Administrative Agent, and WHITE OAK GLOBAL ADVISORS, LLC, as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of August 20, 2018 (as amended, amended and restated, supplemented, waived 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, or if not defined therein, in the Credit 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, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all United States registered Trademarks and applications for Trademark registration of the Pledgor, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 the Pledgor hereby acknowledges and affirms that the rights and remedies of the 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 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 Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by the Pledgor, at the Pledgor's sole expense, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts; Electronic Execution. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby or thereby shall be deemed to include electronic signatures, which may include, but is not limited to, an electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a person with intent to sign, authenticate or accept such contract or record, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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IN WITNESS WHEREOF, the Pledgor hereto and the Collateral Agent have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MOBILIZEAMERICA, INC.

By: Aaron Levine
Name: Aaron Levine
Title: Chief Financial Officer and Secretary

Accepted and Agreed:

WHITE OAK GLOBAL ADVISORS, LLC,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007133 FRAME: 0011

Accepted and Agreed:

WHITE OAK GLOBAL ADVISORS, LLC,
as Collateral Agent

By: *Barbara S. McKee*

Name: Barbara McKee

Title: Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007133 FRAME: 0012

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

None.

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER	Filed
MobilizeAmerica, Inc.	MOBILIZEAMERICA	88/796,629	13-FEB-2020
MobilizeAmerica, Inc.	MOBILIZE.US	88/796,636	13-FEB-2020
MobilizeAmerica, Inc.	MOBILIZE	88/746,154	03-JAN-2020