

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CampMinder, LLC		12/16/2020	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:	3658763	CAMPINTOUCH	
Registration Number:	4319941	CAMPMINDER	
Registration Number:	6158966	CAMPANION	
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:	12/29/2020		
Total Attachments: 8			
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Intellectual Property Security Agreement

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 16, 2020 (this “Agreement”), is made by CAMPMINDER, LLC, a Delaware limited liability company (the “Grantor”) in favor of PLEXUS FUND V-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, CAMPMINDER HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), as a Guarantor, the other Loan Parties from time to time party thereto, Collateral Agent, and the Purchasers from time to time party thereto have entered into a Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Purchase Agreement”);

WHEREAS, in connection with the Purchase Agreement, the Grantor and Holdings have entered into the Security Agreement, dated as of the date hereof (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 Purchase Agreement, the Grantor hereby agrees as follows:

Section 1 Grant of Security Interest in Patent 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 (as defined in the Purchase Agreement) of the Grantor, hereby pledges to Collateral Agent, for the ratable benefit of itself and the Purchasers, and grants to Collateral Agent, for 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 “Patent Collateral”):

(a) all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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 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 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”):

(a) 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 II 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;

(b) all renewals and extensions of the foregoing;

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

(d) 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 3 Grant of Security Interest in Copyright 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 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 “Copyright Collateral” and, together with the Patent Collateral and the Trademark Collateral, the “Intellectual Property Collateral”):

(a) all of its Copyrights and all Copyright Licenses providing for the grant by or to the Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule III hereto;

(b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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 4 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 Intellectual Property 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 5 Grantor Remains 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 (a)

Patents and Patent Licenses, (b) Trademarks and Trademark Licenses and (c) Copyrights and Copyright Licenses, in each case subject to a security interest hereunder.

Section 6 **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 7 **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 New York, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction.

[Remainder of page intentionally left blank]

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

CAMPMINDER, LLC

DocuSigned by:

By: _____

Andrew Saltoun

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Name: Andrew Saltoun

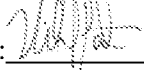
Its: President, Treasurer and Secretary

COLLATERAL AGENT:

PLEXUS FUND V-A, L.P.

By: Plexus Fund V-A GP, LLC

Its: General Partner

By: 

Name: Michael K. Painter

Its: Manager

SCHEDULE I

Registered Patents

None.

Patent Applications

Name	Country	Filing Date	Application Number
UNIFIED-PERSON RECORD HAVING PERIODIC TABLE OF RELATIONSHIPS	USA	09/04/2015	14/846633

Patent Licenses

None.

SCHEDULE II

Registered Trademarks

Mark	Country	Registration Date	Registration Number
CAMPINTOUCH	USA	07/21/2009	3658763
CAMPMINDER	USA	04/16/2013	4319941
CAMPANION	USA	09/22/2020	6158966

Trademark Applications

None.

Trademark Licenses

None.

SCHEDULE III

Registered Copyrights

Title	Jurisdiction	Registration Date	Registration Number
CampMinder.	USA	05/02/2002	TXu001049716

Copyright Applications

None.