

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant Of Security Interests In Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GIVEGAB, INC.		04/30/2021	Corporation: DELAWARE
EVERYACTION TOOLS HOLDINGS, LLC		04/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC, as Collateral Agent		
Street Address:	100 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4439046	GIVEGAB	
Registration Number:	3491449	KIMBIA	
Registration Number:	3523183	BLUE STATE DIGITAL	
Registration Number:	4755627	TARGETSHARE	
Registration Number:	5294672	CALLOUT	
Registration Number:	5261285	FULLGIFT	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1365580 TM IPSA		
NAME OF SUBMITTER:	Christian Craft		

OP \$165.00 4439046

SIGNATURE:	/Christian Craft/
DATE SIGNED:	04/30/2021
Total Attachments: 6 source=EveryAction - Trademark Security Agreement (Executed)#page3.tif source=EveryAction - Trademark Security Agreement (Executed)#page4.tif source=EveryAction - Trademark Security Agreement (Executed)#page5.tif source=EveryAction - Trademark Security Agreement (Executed)#page6.tif source=EveryAction - Trademark Security Agreement (Executed)#page7.tif source=EveryAction - Trademark Security Agreement (Executed)#page8.tif	

Notice of Grant Of Security Interests In Trademarks

NOTICE OF GRANT OF SECURITY INTERESTS IN TRADEMARKS, dated as of April 30, 2021 (this "Agreement"), among GIVEGAB, INC., EVERYACTION TOOLS HOLDINGS, LLC (the "Grantors", and each, a "Grantor") and GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among EVERYACTION HOLDING, INC., a Delaware corporation ("Holdings"), EVERYACTION INTERMEDIATE HOLDING CORPORATION, a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and GOLUB CAPITAL MARKETS LLC, as the administrative agent, and (b) the Collateral Agreement dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the USPTO, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the

collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Recordation. The Grantor hereby requests and authorizes the United States Patent and Trademark Office to record this Agreement against the Trademark Collateral.

SECTION 5. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

**GiveGab, Inc.,
as Grantor**


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

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

**EveryAction Tools Holdings, LLC,
as Grantor**

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

**GOLUB CAPITAL MARKETS LLC, as
Collateral Agent**

By: 
Name: Robert G. Tuchscherer
Title: Authorized Signatory

Schedule I

Trademarks Owned by the Grantor

U.S. Trademark Registrations

Owner	Trademark	Registration Number; Registration Date
GiveGab, Inc.	GIVEGAB	4439046; 11/26/2013
GiveGab, Inc.	KIMBIA	3491449; 08/26/2008
EveryAction Tools Holdings, LLC (f/o/b Blue State Digital, Inc.)	BLUE STATE DIGITAL	3523183; 10/28/2008
EveryAction Tools Holdings, LLC (f/o/b Blue State Digital, Inc.)	TARGETSHARE	4755627; 06/16/2015
EveryAction Tools Holdings, LLC (f/o/b Blue State Digital, Inc.)	CALLOUT	5294672; 09/26/2017
EveryAction Tools Holdings, LLC (f/o/b Blue State Digital, Inc.)	FULLGIFT	5261285; 08/08/2017