

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673160

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS - REEL 7277 FRAME 0131
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLUB CAPITAL MARKETS LLC, as Collateral Agent		09/08/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GiveGab, Inc.
Street Address:	655 15th Street NW, Suite 650
City:	Washington
State/Country:	D.C.
Postal Code:	20005
Entity Type:	Corporation: DELAWARE
Name:	EveryAction Tools Holdings, LLC
Street Address:	655 15th Street NW, Suite 650
City:	Washington
State/Country:	D.C.
Postal Code:	20005
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:

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.

Phone: 2023704750

TRADEMARK

Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1471990 TM B1

NAME OF SUBMITTER: Jenny Lim

SIGNATURE: /Jenny Lim/

DATE SIGNED: 09/08/2021

Total Attachments: 6

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**RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of September 8, 2021, is made by Golub Capital Markets LLC, as Collateral Agent (in such capacity, the “**Collateral Agent**”) in favor of GiveGab, Inc. (“**GiveGab**”), EveryAction Tools Holdings, LLC (“**EveryAction Tools**”) and Salsa Labs, Inc. (“**Salsa Labs**”, and collectively, the “**Grantors**”).

WHEREAS, pursuant to that certain Credit Agreement dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Credit Agreement**”) by and among the Collateral Agent, EveryAction Intermediate Holding Corporation, a Delaware corporation (“**Borrower**”), EveryAction Holding, Inc., a Delaware corporation (“**Holdings**”), the Lenders from time to time party thereto, and the Issuing Banks from time to time party thereto, the Lenders and the Issuing Banks agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement;

WHEREAS, the Collateral Agent, Holdings, the Borrower and other Grantors from time to time party thereto are party to a Collateral Agreement dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Collateral Agreement**”) in favor of the Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement, GiveGab and EveryAction Tools executed in favor of the Collateral Agent that certain Notice of Grant of Security Interests in Trademarks, dated as of April 30, 2021 (the “**Initial Trademark Security Agreement**”), wherein GiveGab and EveryAction Tools granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a 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 1 attached hereto, (b) all of the goodwill of such 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 then or thereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “**Initial Trademark Collateral**”);

WHEREAS, pursuant to the Collateral Agreement, Salsa Labs executed in favor of the Collateral Agent that certain Notice of Grant of Security Interests in Trademarks, dated as of May 27, 2021 (the “**Salsa Labs Trademark Security Agreement**” and, together with the Initial Trademark Security Agreement, the “**Trademark Security Agreements**”), wherein Salsa Labs granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of Salsa Labs’ right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule 1 attached hereto, (b) all of the goodwill of Salsa Labs’ 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 then or thereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “**Salsa Trademark Collateral**” and collectively with the Initial Trademark Collateral, the “**Trademark Collateral**”);

WHEREAS, the Initial Trademark Security Agreement was recorded at the United States Patent and Trademark Office on April 30, 2021, at Trademark Reel 7277, Frame 0131;

WHEREAS, the Salsa Labs Trademark Security Agreement was recorded at the United States Patent and Trademark Office on May 27, 2021, at Trademark Reel 7309, Frame 0110; and

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby relinquishes, terminates, discharges, cancels and releases any and all right, title and interest it may have or have acquired in, to and under the Trademark Collateral through the Trademark Security Agreements. To the extent that the Collateral Agent has acquired any right, title or interest in or to the Trademark Collateral under the Trademark Security Agreements, the Collateral Agent hereby re-transfers, re-conveys and re-assigns all such right, title or interest to the Grantor.

The Collateral Agent hereby authorizes and requests that this Release be noted and recorded at the United States Patent and Trademark Office, or any other applicable location.

The Collateral Agent hereby agrees to duly execute and deliver to the Grantor any further documents, and to do such other acts that the Grantor (or its respective agents or designees) reasonably request, in order to confirm the release hereby given and Grantor's right, title and interest in the Trademark Collateral.


Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreements, and if not set forth therein, the Collateral Agreement.

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IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer duly authorized as of the date first above written.

COLLATERAL AGENT:

GOLUB CAPITAL MARKETS LLC, as Collateral Agent

By: 
Name: Robert G. Tuchscherer
Title: Senior Managing Director

SCHEDULE 1

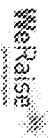

Release Schedule for
Reel/Frame: 7277/0131

UNITED STATES 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


Release Schedule for
Reel/Frame: 7309/01110

UNITED STATES TRADEMARK REGISTRATIONS

Owner	Trademark	Registration Number; Registration Date
Salsa Labs, Inc.	WERAISE IGNITE CHANGE TOGETHER <small>WERAISE IGNITE CHANGE TOGETHER</small>	4726478; 04/28/2015
Salsa Labs, Inc.	WE RAISE IGNITE CHANGE TOGETHER 	4726479; 04/28/2015
Salsa Labs, Inc.		4571481; 07/22/2014
Salsa Labs, Inc.	SALSA CRM	6146129; 09/08/2020
Salsa Labs, Inc.	SALSA ENGAGE	6146130; 09/08/2020
Salsa Labs, Inc.	SALSA	6298053; 03/23/2021

UNITED STATES TRADEMARK APPLICATIONS

Owner	Trademark	Application Number; Application Date

Salsa Labs, Inc.	SmartStart	90/450,750; 01/06/2021
Salsa Labs, Inc.	SmartEngagement Technology	90/450,756; 01/06/2021
Salsa Labs, Inc.	 SmartEngagement Technology	90/450,758; 01/06/2021

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REEL: 007416 FRAME: 0299

RECORDED: 09/08/2021