

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673162

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CyberGrants, LLC		09/08/2021	Limited Liability Company: MASSACHUSETTS
J.K. Group, Inc.		09/08/2021	Corporation: NEW JERSEY
EveryAction Tools Holdings, LLC		09/08/2021	Limited Liability Company: DELAWARE
GiveGab, Inc.		09/08/2021	Corporation: DELAWARE
Salsa Labs, Inc.		09/08/2021	Corporation: DELAWARE
Social Solutions Global, Inc.		09/08/2021	Corporation: 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: 31

Property Type	Number	Word Mark
Registration Number:	2669603	CYBERGRANTS
Registration Number:	4795887	CONSIVA
Registration Number:	5261285	FULLGIFT
Registration Number:	5294672	CALLOUT
Registration Number:	4755627	TARGETSHARE
Registration Number:	3523183	BLUE STATE DIGITAL
Registration Number:	4439046	GIVEGAB
Registration Number:	3491449	KIMBIA
Registration Number:	4726478	WERASE IGNITE CHANGE TOGETHER
Registration Number:	4726479	WE RAISE IGNITE CHANGE TOGETHER
Registration Number:	4571481	
Serial Number:	90450750	SMART START

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90450756	SMARTENGAGEMENT TECHNOLOGY
Serial Number:	90450758	SMARTENGAGEMENT TECHNOLOGY
Registration Number:	6146129	SALSA CRM
Registration Number:	6146130	SALSA ENGAGE
Registration Number:	6298053	SALSA
Registration Number:	2699917	CTK
Registration Number:	2914353	ETO SOFTWARE
Registration Number:	3569944	APRICOT
Registration Number:	4035614	ETO MOBILE
Registration Number:	4032232	ETO COMMUNITY
Registration Number:	4032233	ETO IMPACT
Registration Number:	4035615	ETO
Registration Number:	4035616	ETO MONEY
Registration Number:	4134952	EFFORTS TO OUTCOMES
Registration Number:	4880282	SOCIAL SOLUTIONS
Registration Number:	5014584	APRICOT PROTEGE
Registration Number:	5077973	APRICOT
Registration Number:	5914007	APRICOT
Registration Number:	5914012	APRICOT 360

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

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 E

NAME OF SUBMITTER: Jenny Lim

SIGNATURE: /Jenny Lim/

DATE SIGNED: 09/08/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated September 8, 2021, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of GOLUB CAPITAL MARKETS LLC ("Golub"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, CYBERGRANTS HOLDINGS, LLC., a Delaware limited liability company (the "Lead Borrower"), EVERYACTION PARENT, INC., a Delaware corporation (the "Company"), EVERYACTION HOLDING, INC., a Delaware corporation ("EveryAction Holding"), EVERYACTION INTERMEDIATE HOLDING CORPORATION, a Delaware corporation ("EveryAction Intermediate"), EVERYACTION, INC., a District of Columbia corporation ("EveryAction"), SALSA LABS INC., a Delaware corporation ("Salsa"), TowerCare Technologies, Inc., a Delaware corporation ("TowerCare"), JANUS HOLDINGS, INC., a Delaware corporation ("Janus") and SOCIAL SOLUTIONS GLOBAL, INC., a Delaware corporation ("Social Solutions") (each of the Lead Borrower, the Company, EveryAction Holding, EveryAction Intermediate, EveryAction, Salsa, TowerCare, Janus, Social Solutions, and each Subsidiary of the Lead Borrower that becomes a Borrower in accordance with the terms of the Credit Agreement, each, a "Borrower" and collectively, the "Borrower" or the "Borrowers"), COMPASS MIDCO HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), Golub as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and the Swing Line Lenders and L/C Issuers party thereto have entered into the Credit Agreement dated as of September 8, 2021 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following: (the "IP Collateral"): all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office (other

than Excluded Property) set forth in Schedule A hereto (excluding any Excluded Property), including (i) all income, fees, royalties, damages, and payment now and hereafter due and/or payable with respect to any of the foregoing, and (ii) rights to sue for past, present, and future infringement, misappropriation, or other violations of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

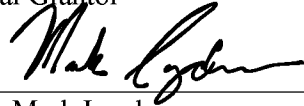
SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CYBERGRANTS, LLC,

as Initial Grantor

By: 
Name: Mark Layden
Title: Manager

J.K. GROUP, INC.,

as Initial Grantor

By: 
Name: Mark Layden
Title: Chief Executive Officer

GIVEGAB, INC.,

as Initial Grantor

By: _____
Name: Stuart Trevelyan
Title: Chief Executive Officer

**EVERYACTION TOOLS HOLDINGS,
LLC,**

as Initial Grantor

By: _____
Name: Stuart Trevelyan
Title: Chief Executive Officer

SALSA LABS, INC.,

as Initial Grantor

By: _____
Name: Stuart Trevelyan
Title: Chief Executive Officer

SOCIAL SOLUTIONS GLOBAL, INC.,
as Initial Grantor

By: _____
Name: Erin Nelson
Title: Chief Executive Officer

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CYBERGRANTS, LLC,
as Initial Grantor

By: _____
Name: Mark Layden
Title: Manager

J.K. GROUP, INC.,
as Initial Grantor

By: _____
Name: Mark Layden
Title: Chief Executive Officer

GIVEGAB, INC.,
as Initial Grantor

DocuSigned by:
By: Stuart Trevelyan
Name: Stuart Trevelyan
Title: Chief Executive Officer

EVERYACTION TOOLS HOLDINGS, LLC,
as Initial Grantor

DocuSigned by:
By: Stuart Trevelyan
Name: Stuart Trevelyan
Title: Chief Executive Officer

SALSA LABS, INC.,
as Initial Grantor

DocuSigned by:
By: Stuart Trevelyan
Name: Stuart Trevelyan
Title: Chief Executive Officer

SOCIAL SOLUTIONS GLOBAL, INC.,
as Initial Grantor

By: _____
Name: Erin Nelson
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

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as Initial Grantor

By: _____
Name: Mark Layden
Title: Manager

J.K. GROUP, INC.,
as Initial Grantor

By: _____
Name: Mark Layden
Title: Chief Executive Officer

GIVEGAB, INC.,
as Initial Grantor

By: _____
Name: Stuart Trevelyan
Title: Chief Executive Officer

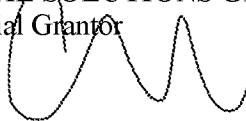
**EVERYACTION TOOLS HOLDINGS,
LLC,**
as Initial Grantor

By: _____
Name: Stuart Trevelyan
Title: Chief Executive Officer

SALSA LABS, INC.,
as Initial Grantor

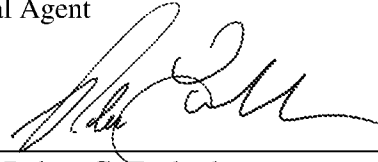
By: _____
Name: Stuart Trevelyan
Title: Chief Executive Officer

SOCIAL SOLUTIONS GLOBAL, INC.,
as Initial Grantor

By:  _____
Name: Erin Nelson
Title: Chief Executive Officer

GOLUB CAPITAL MARKETS LLC, as Administrative Agent
and Collateral Agent

By: _____







Name: Robert G. Tuchscherer
Title: Senior Managing Director

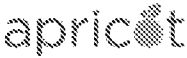
[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No.	Application No.
CyberGrants, LLC	CYBERGRANTS	2669603	75854873
J.K. Group, Inc.	CONSIVA	4795887	86099506
EveryAction Tools Holdings, LLC (f/o/b Blue State Digital, Inc.)	FULLGIFT	5,261,285	87/359,870
EveryAction Tools Holdings, LLC (f/o/b Blue State Digital, Inc.)	CALLOUT	5294672	87/301,511
EveryAction Tools Holdings, LLC (f/o/b Blue State Digital, Inc.)	TARGETSHARE	4,755,627	86/435,151
EveryAction Tools Holdings, LLC (f/o/b Blue State Digital, Inc.)	BLUE STATE DIGITAL	3,523,183	77/193,267
GiveGab, Inc.	GIVEGAB	4,439,046	85/847,365
GiveGab, Inc.	KIMBIA	3,491,449	77/242,286
Salsa Labs, Inc.	WERAISE IGNITE CHANGE TOGETHER	4,726,478	86/266,120
Salsa Labs, Inc.	WE RAISE IGNITE CHANGE TOGETHER 	4,726,479	86/266,285
Salsa Labs, Inc.		4,571,481	86/124,834
Salsa Labs, Inc.	SMART START	N/A	90/450,750
Salsa Labs, Inc.	SMARTENGAGEMENT TECHNOLOGY	N/A	90/450,756
Salsa Labs, Inc.	SMARTENGAGEMENT TECHNOLOGY 	N/A	90/450,758
Salsa Labs, Inc.	SALSA CRM	6,146,129	88/762,137
Salsa Labs, Inc.	SALSA ENGAGE	6,146,130	88/762,139
Salsa Labs, Inc.	SALSA	6,298,053	88/762,127
Social Solutions Global, Inc.	CTK 	2,699,917	76/374,553
Social Solutions Global, Inc.	ETO SOFTWARE	2914353	76560808

Social Solutions Global, Inc.	APRICOT	3569944	77510234
Social Solutions Global, Inc.	ETO MOBILE	4035614	77910773
Social Solutions Global, Inc.	ETO COMMUNITY	4032232	77910790
Social Solutions Global, Inc.	ETO IMPACT	4032233	77910805
Social Solutions Global, Inc.	ETO	4035615	77910815
Social Solutions Global, Inc.	ETO MONEY	4035616	77910830
Social Solutions Global, Inc.	EFFORTS TO OUTCOMES	4134952	85409378
Social Solutions Global, Inc.	SOCIAL SOLUTIONS	4880282	86615923
Social Solutions Global, Inc.	APRICOT PROTEGE	5014584	86770021
Social Solutions Global, Inc.	APRICOT	5077973	86969373
Social Solutions Global, Inc.	APRICOT 	5914007	88415012
Social Solutions Global, Inc.	APRICOT 360 	5914012	88415063