

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOFUNDME INC.		10/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4838337	COMPASSIONATE CROWDFUNDING	
Registration Number:	3836191	CROWDRISE	
Registration Number:	5168147	DECENT HUMAN	
Registration Number:	5347048	DECENT HUMANS	
Registration Number:	4333616	GIVEFORWARD	
Registration Number:	4201895	GOFUNDME	
Registration Number:	6069475	GOFUNDME	
Registration Number:	6267555	GOFUNDME CHARITY	
Registration Number:	4954658	GOFUNDME	
Registration Number:	5903338	GOFUNDME.ORG	
Registration Number:	4838321		
Registration Number:	4015920		
Registration Number:	5716844	POWERED BY DONORS	
Registration Number:	5619329	SOCIAL AMP	
Registration Number:	4469645	YOUCARING	
Serial Number:	90447034	GOFUNDME	
Serial Number:	90570184	GOFUNDME GIVING FUND	
Serial Number:	90447036	GOFUNDME	
Serial Number:	88401595	THE INTERNET'S TAKE ACTION BUTTON	

OP \$540.00 4838337

Property Type	Number	Word Mark
Serial Number:	97062379	GOFUNDME
Serial Number:	97063691	

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1506401 TM
NAME OF SUBMITTER:	Sharif Hamidi
SIGNATURE:	/Sharif Hamidi/
DATE SIGNED:	10/28/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of October 28, 2021 (this "Agreement"), between GoFundMe Inc., (the "Grantor") and JPMorgan Chase Bank, N.A. ("JPMorgan"), as Administrative Agent.

Reference is made to (a) the Third Amended and Restated Credit Agreement dated as of October 28, 2021, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GoFundMe Group, Inc., a Delaware corporation ("Holdings"), GoFundMe Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and JPMorgan, as Administrative Agent, and (b) the Amended and Restated Guarantee and Collateral Agreement dated as of October 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and JPMorgan, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and for such extensions of credit previously made to remain outstanding. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, and subject to Section 4.01(d) of the Collateral Agreement, the Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks (other than any intent to use trademark applications until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the U.S. Patent and Trademark Office), service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and

all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II;

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 4. 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 counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), 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.

SECTION 5. Termination. Upon payment in full of the Loan Document Obligations (pursuant to and in accordance with Section 7.12 of the Collateral Agreement), the Administrative Agent's security interests in the Trademark Collateral shall automatically terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral acquired under this Agreement.

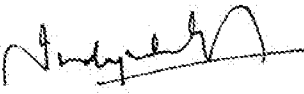
[Signature Pages Follow]

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

GOFUNDME INC.,
a Delaware corporation

By: 
Name: Aeneen Minter
Title: Chief Financial Officer

**JPMORGAN CHASE BANK, N.A., AS
ADMINISTRATIVE AGENT**

by 

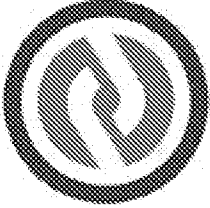
Name: Inderjeet Aneja
Title: Executive Director

SCHEDULE III




Trademarks/Trade Names Owned by GoFundMe Inc.

U.S. Trademark Registrations

Mark	Registration No.	Expiration Date
COMPASSIONATE CROWDFUNDING CROWDRISE	4,838,337	
DECENT HUMAN	5,168,147	
DECENT HUMANS	5,347,048	
GIVEFORWARD	4,333,616	
GOFUNDME	4,201,895	
GOFUNDME	6,069,475	
GOFUNDME CHARITY	6,267,555	
GOFUNDME LOGO 	4,954,658	
GOFUNDME.ORG LOGO 	5,903,338	
HEART LOGO 	4,838,321	
LOGO	4,015,920	

		
POWERED BY DONORS	5,716,844	
SOCIAL AMP	5,619,329	
YOUCARING (MADRID BASE)	4,469,645	

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
GOFUNDME	90/447,034	
GOFUNDME GIVING FUND	90/570,184	
GOFUNDME LOGO 	90/447,036	
THE INTERNET'S TAKE ACTION BUTTON	88/401,595	
GOFUNDME LOGO (NEW) 	97/062,379	
SUN LOGO 	97/063,691	

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