

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699070

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Checked, LLC	FORMERLY American Checked, Inc.	12/30/2021	Limited Liability Company: OKLAHOMA
DATA DIVER TECHNOLOGIES, LLC		12/30/2021	Limited Liability Company: ARIZONA
Faith Direct, LLC		12/30/2021	Limited Liability Company: VIRGINIA
FDC FINANCIAL, LLC		12/30/2021	Limited Liability Company: TENNESSEE
High Ground Solutions, LLC	FORMERLY High Ground Solutions, Inc.	12/30/2021	Limited Liability Company: DELAWARE
FO Newco, LLC		12/30/2021	Limited Liability Company: DELAWARE
In10sity Interactive, L.L.C.	FORMERLY In10sity Interactive, LLC	12/30/2021	Limited Liability Company: DELAWARE
Ministry Brands Holdings, LLC		12/30/2021	Limited Liability Company: DELAWARE
Mogiv, LLC	FORMERLY Mogiv, Inc.	12/30/2021	Limited Liability Company: CALIFORNIA
NCS Services, LLC	FORMERLY NCS Services, Inc.	12/30/2021	Limited Liability Company: DELAWARE
Sharefaith, LLC	FORMERLY Sharefaith, Inc.	12/30/2021	Limited Liability Company: DELAWARE
Shelby Systems, LLC	FORMERLY Shelby Systems, Inc.	12/30/2021	Limited Liability Company: TENNESSEE
Shield Screen, LLC		12/30/2021	Limited Liability Company: OKLAHOMA
Site Organic, L.L.C.		12/30/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167

TRADEMARK

Entity Type:	Corporation: MARYLAND
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PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	4312146	A AMERICANCHECKED INC. BACKGROUND SCREEN
Registration Number:	5280384	DATA DIVER TECHNOLOGIES
Registration Number:	2865163	FAITH DIRECT INSPIRING SECURE GIVING
Registration Number:	4644813	FDC FINANCIAL
Registration Number:	3115684	FELLOWSHIPONE
Registration Number:	4782732	CHURCHVU
Registration Number:	4304553	TESTPOINT
Registration Number:	4286188	RAPIDCAST
Registration Number:	4286187	CHURCHCAST
Registration Number:	4297769	SCHOOLCAST
Registration Number:	3210453	SCHOOLCAST
Registration Number:	3790136	IN10SITY INTERACTIVE
Registration Number:	4217104	INPOWER CMS
Registration Number:	4751169	INNOVATE CMS
Registration Number:	6134572	CHURCH RELEVANCE
Registration Number:	3860505	MOGIV
Registration Number:	4873481	E GIVING POWERED BY NCS SERVICES
Registration Number:	3938050	CHURCH ON THE GO
Registration Number:	4851302	SHAREFAITH
Registration Number:	4855714	SHARE FAITH
Registration Number:	4855769	
Registration Number:	3593225	ARENA
Registration Number:	4301599	ARENA
Registration Number:	3436124	CHURCH MINISTRY SYSTEM
Registration Number:	3436122	INNOVATIVE SOLUTIONS INFINITE POSSIBILIT
Registration Number:	4620895	SHELBY
Registration Number:	3453859	SHELBY SYSTEMS
Registration Number:	4620897	SHELBY SYSTEMS
Registration Number:	3436123	THE POWER OF COMMUNITY
Registration Number:	4873689	SHELBYNEXT
Registration Number:	5907479	SHIELD SCREENING
Registration Number:	4209421	SIMPLEGIVE
Registration Number:	4604910	EASYTITHE
Registration Number:	4630006	GIVINGBASE
Registration Number:	4637246	BRIDGE ELEMENT

Property Type	Number	Word Mark
Registration Number:	4729786	THRIVE
Registration Number:	4011564	MOVING MINISTRY
Registration Number:	2516957	E-ZEKIEL
Registration Number:	5105040	MINISTRY BRANDS
Registration Number:	4710857	SITEORGANIC
Registration Number:	4780062	SIMPLECHURCH
Registration Number:	4918772	SIMPLE TITHE
Registration Number:	4957424	FAITHHIGHWAY
Registration Number:	3698113	SMOOTHEVENTS
Registration Number:	3698112	MEDIARUSH
Registration Number:	3560629	ANSWERSCAFÉ
Registration Number:	3343165	ELEXIO
Registration Number:	3642584	GIVINGKIOSK
Registration Number:	4699117	MONKDEV
Registration Number:	3440021	E EKKLESIA360
Registration Number:	2744420	PARISHSOFT
Registration Number:	5108466	
Registration Number:	4789484	WESHARE
Registration Number:	6129886	WEGATHER
Registration Number:	5169918	THE ROCKET COMPANY
Registration Number:	4560837	GIVING ROCKET
Registration Number:	4560836	PREACHING ROCKET
Registration Number:	2401094	EFTPLUS
Registration Number:	2537418	EFTPLUS

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 617.526.9653

Email: ypan@proskauer.com

Correspondent Name: Bethany Johnson

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	11668-529
NAME OF SUBMITTER:	Bethany Johnson
SIGNATURE:	/Bethany Johnson/
DATE SIGNED:	12/30/2021

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of December 30, 2021, is made by each signatory hereto (each, a “Grantor”, and collectively, the “Grantors”), in favor of Ares Capital Corporation, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of December 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Credit Agreement”), among Ministry Brands Purchaser, LLC, a Delaware limited liability company (“Holdings”), Ministry Brands Holdings, LLC, a Delaware limited liability company (the “Borrower”), the Lenders from time to time party thereto and Ares Capital Corporation, as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of December 30, 2021 in favor of the Agent (together with all amendments, restatements, amended and restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Lenders and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement to Holdings, the Borrower and the Restricted Subsidiaries and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or the other Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations, but excluding the Excluded Property; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an

amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AMERICAN CHECKED, LLC.
DATA DIVER TECHNOLOGIES, LLC.
FAITH DIRECT, LLC.
FDC FINANCIAL, LLC.
HIGH GROUND SOLUTIONS, LLC.
FO NEWCO, LLC.
INIOSITY INTERACTIVE, L.L.C.
MINISTRY BRANDS HOLDINGS, LLC.
MOGIV, LLC.
NCS SERVICES, LLC.
SHAREFAITH, LLC.
SHELBY SYSTEMS, LLC.
SHIELD SCREEN, LLC.
SITE ORGANIC, L.L.C.,
each as a Grantor

By 
Name: Pat O'Donnell
Title: Chief Executive Officer

{Grant of Security Interest in Trademark Rights}

TRADEMARK
REEL: 007547 FRAME: 0218

COLLATERAL AGENT

ARES CAPITAL CORPORATION

By: Michael L. Smith

Name: Michael L. Smith

Title: Authorized Signatory

SCHEDULE A

Trademark Registrations and Applications

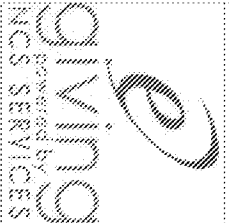

Registrations:

Trademark	Owner	Filing Date	Issue Date	Application Number	Registration Number
	American Checked, Inc. ¹	6/20/2012	4/2/2013	85656268	4,312,146
DATA DIVER TECHNOLOGIES	Data Diver Technologies, LLC	1/19/2017	9/5/2017	87306619	5,280,384
	Faith Direct LLC	7/14/2003	7/20/2004	78273849	2,865,163
FDC FINANCIAL FELLOWSHIPONE	FDC Financial LLC FO Newco LLC	4/16/2014 6/23/2004	11/25/2014 7/18/2006	86254060 76598931	4,644,813 3,115,684
CHURCHVU	High Ground Solutions, Inc. ²	12/18/2013	7/28/2015	86147676	4,782,732
TESTPOINT	High Ground Solutions, Inc. ²	6/27/2012	3/19/2013	85662891	4,304,553
RAPIDCAST	High Ground Solutions, Inc. ²	6/27/2012	2/5/2013	85662752	4,286,188
CHURCHCAST	High Ground Solutions, Inc. ²	6/27/2012	2/5/2013	85662732	4,286,187
SCHOOLCAST	High Ground Solutions, Inc. ²	6/27/2012	3/5/2013	85662717	4,297,769
SCHOOLCAST	High Ground Solutions, Inc. ²	8/26/2005	2/20/2007	78701313	3,210,453
IN10SITY INTERACTIVE	In10sity Interactive, LLC ³	10/5/2009	5/18/2010	77841655	3,790,136
INPOWER CMS	In10sity Interactive, LLC ³	2/3/2012	10/2/2012	85533059	4,217,104

¹ Current record owner at the United States Patent and Trademark Office ("USPTO") is listed as American Checked, Inc. A filing will be submitted at the USPTO reflecting the conversion of American Checked, Inc. to American Checked, LLC.

² Current record owner at the USPTO is listed as High Ground Solutions, Inc. A filing will be submitted at the USPTO reflecting the conversion of High Ground Solutions, Inc. to High Ground Solutions, LLC.

³ Current record owner at the USPTO is listed as In10sity Interactive, LLC. A filing will be submitted at the USCO updating the record owner to In10sity Interactive, L.L.C.

Trademark	Owner	Filing Date	Issue Date	Application Number	Registration Number
	InIosly Interactive, LLC ³	9/17/2014	6/9/2015	86397715	4,751,169
CHURCH RELEVANC	Ministry Brands Holdings, LLC	11/18/2019	8/25/2020	88696563	6,134,572
MOGIV	Mogiv Inc. ⁴	3/5/2010	10/12/2010	77951835	3,860,505
	NCS Services, Inc. ⁵	4/25/2015	12/22/2015	86609943	4,873,481
					
CHURCH ON THE GO	NCS Services, Inc. ⁵	8/17/2010	3/29/2011	85108912	3,938,050
SHAREFAITH	Sharefaith Inc. ⁶	4/9/2015	11/10/2015	86592055	4,851,302
	Sharefaith Inc. ⁶	4/22/2015	11/17/2015	86606375	4,855,714
	Sharefaith Inc. ⁶	5/11/2015	11/17/2015	86625852	4,855,769
					
ARENA	Shelby Systems, Inc. ⁷	7/11/2006	3/17/2009	78926885	3,593,225
ARENA	Shelby Systems, Inc. ⁷	1/16/2009	3/12/2013	77651156	4,301,599
CHURCH MINISTRY SYSTEM	Shelby Systems, Inc. ⁷	8/17/2006	5/27/2008	78954691	3,436,124

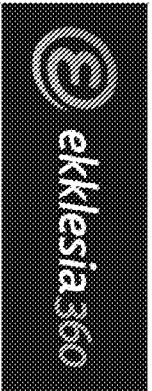
⁴ Current record owner at the USPTO is listed as Mogiv, Inc. A filing will be submitted at the USPTO reflecting the conversion of Mogiv, Inc. to Mogiv, LLC.

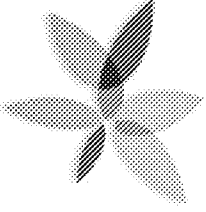

⁵ Current record owner at the USPTO is listed as NCS Services, Inc. A filing will be submitted at the USPTO reflecting the conversion of NCS Services, Inc. to NCS Services, LLC.

⁶ Current record owner at the USPTO is listed as Sharefaith, Inc. A filing will be submitted at the USPTO reflecting the conversion of Sharefaith, Inc. to Sharefaith, LLC.

⁷ Current record owner at the USPTO is listed as Shelby Systems, Inc. A filing will be submitted at the USPTO reflecting the conversion of Shelby Systems, Inc. to Shelby Systems, LLC.

Trademark	Owner	Filing Date	Issue Date	Application Number	Registration Number
INNOVATIVE SOLUTIONS INFINITE POSSIBILITIES	Shelby Systems, Inc. ⁷	8/17/2006	5/27/2008	78954678	3,436,122
SHELBY	Shelby Systems, Inc. ⁷	3/19/2014	10/14/2014	86225733	4,620,895
SHELBY SYSTEMS	Shelby Systems, Inc. ⁷	8/17/2006	6/24/2008	78954667	3,453,859
SHELBY SYSTEMS	Shelby Systems, Inc. ⁷	3/19/2014	10/14/2014	86225741	4,620,897
THE POWER OF COMMUNITY	Shelby Systems, Inc. ⁷	8/17/2006	5/27/2008	78954682	3,436,123
SHELBYNEXT	Shelby Systems, Inc. ⁷	5/7/2015	12/22/2015	86621946	4,873,689
SHIELD SCREENING	Shield Screen LLC	4/9/2019	11/12/2019	88377521	5,907,479
SIMPLEGIVE	Site Organic, L.L.C.	1/27/2012	9/18/2012	85526967	4,209,421
EASY TITHE	Site Organic, L.L.C.	2/3/2014	9/16/2014	86182201	4,604,910
GIVING BASE	Site Organic, L.L.C.	4/10/2014	10/28/2014	86248217	4,630,006
BRIDGE ELEMENT	Site Organic, L.L.C.	4/14/2014	11/11/2014	86251846	4,637,246
THRIVE	Site Organic, L.L.C.	10/7/2011	5/5/2015	85441671	4,729,786
MOVING MINISTRY	Site Organic, L.L.C.	12/8/2010	8/16/2011	85192830	4,011,564
E-ZEKIEL	Site Organic, L.L.C.	9/13/2000	12/11/2001	76128746	2,516,957
MINISTRY BRANDS	Site Organic, L.L.C.	5/17/2016	12/20/2016	87039658	5,105,040
SITEORGANIC	Site Organic, L.L.C.	4/15/2014	3/31/2015	86252238	4,710,857
SIMPLECHURCH	Site Organic, L.L.C.	4/15/2014	7/28/2015	86252779	4,780,062
SIMPLE TITHE	Site Organic, L.L.C.	5/20/2014	3/15/2016	86286014	4,918,772
FAITHHIGHWAY	Site Organic, L.L.C.	6/25/2015	5/10/2016	86674712	4,957,424
SMOOTHEVENTS	Site Organic, L.L.C.	2/9/2009	10/20/2009	77666472	3,698,113
MEDIARUSH	Site Organic, L.L.C.	2/9/2009	10/20/2009	77666453	3,698,112
ANSWERSCAFE	Site Organic, L.L.C.	5/30/2008	1/13/2009	77486924	3,560,629
ELEXIO	Site Organic, L.L.C.	3/7/2007	11/27/2007	77124689	3,343,165
GIVINGKIOSK	Site Organic, L.L.C.	10/3/2008	6/23/2009	77584837	3,642,584
MONKDEV	Site Organic, L.L.C.	7/11/2014	3/10/2015	86334998	4,699,117
	Site Organic, L.L.C.	9/27/2007	6/3/2008	77290650	3,440,021
PARISHSOFT	Site Organic, L.L.C.	1/25/2002	7/29/2003	76364114	2,744,420



Trademark	Owner	Filing Date	Issue Date	Application Number	Registration Number
	Site Organic, L.L.C.	4/29/2016	12/27/2016	87019495	5,108,466
EASY TITHE	Site Organic, L.L.C.	5/20/2014	6/17/2016	1677713	TMA941255
WESHARE	Site Organic, L.L.C.	12/12/2014	8/11/2015	86478606	4789484
MEGATHER	Site Organic, L.L.C.	2/3/2020	8/18/2020	88783527	6129886
THE ROCKET COMPANY	The Rocket Company, LLC ⁸	6/30/2016	3/28/2017	87089863	5,169,918
 GIVING ROCKET	The Rocket Company, LLC ⁸	8/29/2012	7/1/2014	85716386	4,560,837
 PREACHING ROCKET	The Rocket Company, LLC ⁸	8/29/2012	7/1/2014	85716369	4,560,836
EFTPLUS	Site Organic, L.L.C.	4/30/1999	10/31/2000	75694715	2,401,094
EFTPLUS	Site Organic, L.L.C.	4/30/1999	2/5/2002	75694714	2,537,418

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Current record owner at the USPTO is listed as The Rocket Company, LLC. A filing will be submitted at the USPTO reflecting the merger of The Rocket Company, LLC with and into Sharefaith, LLC.