

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Alliance Bank		01/14/2022	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Network for Good, Inc.		
Street Address:	1140 Connecticut Avenue NW		
Internal Address:	#700		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4189323	EVENTSNOW	
Registration Number:	4208863	NETWORK FOR GOOD	
Registration Number:	3511226	GOOD CARD	
Registration Number:	2691002	NETWORK FOR GOOD	
Registration Number:	3479891	NETWORK FOR GOOD	
Registration Number:	3668936	NONPROFIT 911	
Registration Number:	2659651		
Registration Number:	4007949	DONATENOW	
Registration Number:	4193266	THE NETWORK FOR GOOD	
Registration Number:	4463364	GENEROSITY UNLEASHED	
Registration Number:	4425774	DO GOOD. FEEL GOOD.	
Registration Number:	5222363	CAUSE4 AUCTION	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		

OP \$315.00 4189323

Correspondent Name: GOODWIN PROCTER LLP/Janis Nici
Address Line 1: 620 Eighth Avenue
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER: Janis Nici

SIGNATURE: /janis nici/

DATE SIGNED: 01/14/2022

Total Attachments: 4

source=termination and Release of Security Interest in Trademarks (executed)#page1.tif
source=termination and Release of Security Interest in Trademarks (executed)#page2.tif
source=termination and Release of Security Interest in Trademarks (executed)#page3.tif
source=termination and Release of Security Interest in Trademarks (executed)#page4.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") dated as of January 14, 2022 (the "Release Date") is made by Western Alliance Bank, an Arizona corporation (the "Secured Party"), for the benefit of Network for Good, Inc., a New York corporation (the "Grantor").

WHEREAS, the Grantor and the Secured Party are parties to that certain Loan and Security Agreement, dated as of October 26, 2020 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement"), by and between the Grantor and the Secured Party;

WHEREAS, in connection with the Security Agreement, the Grantor and the Secured Party entered into that certain Intellectual Property Security Agreement, dated as of October 26, 2020 (as at any time prior to the date hereof amended, supplemented, including as supplemented by that certain Supplement No. 1 to the Intellectual Property Security Agreement, dated as of July 8, 2021, by and between the parties (the "Supplement No. 1"), or otherwise modified, the "IP Security Agreement"), pursuant to which the Grantor granted to the Secured Party a security interest in all right, title, and interest of Grantor in certain assets of the Grantor, including, without limitation, any of the following, whether then existed or thereafter acquired or created in any of all of the following property (collectively, the "Intellectual Property Collateral"):

- a. copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights");
- b. trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including without limitation the Trademarks described in Exhibit A;
- c. patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same (collectively, the "Patents");
- d. mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- e. trade secrets, and any and all intellectual property rights in computer software and computer software products;
- f. design rights;
- g. claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect

such damages for said use or infringement of the intellectual property rights identified above;

- h. licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- i. amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- j. proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

WHEREAS, on or about October 26, 2020 the IP Security Agreement was recorded with the United States Patent & Trademark Office (the "USPTO") at Reel 7087, Frame 0570, and on or about July 8, 2021, the Supplement No. 1 was recorded with the USPTO at Reel 7349, Frame 0657; and

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Secured Party hereby irrevocably and forever terminates the IP Security Agreement and terminates, releases, cancels, relinquishes and discharges any and all security interests in the Intellectual Property Collateral granted by the Grantor under the Security Agreement and the IP Security Agreement, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Trademark included in the Intellectual Property Collateral. To the extent that the Secured Party has acquired any right, title or interest in or to the Intellectual Property Collateral under the Security Agreement and/or the IP Security Agreement, the Secured Party hereby re-transfers, re-conveys and re-assigns all such right, title or interest to the Grantor.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Grantor with the USPTO.

3. Further Actions. The Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement and/or the IP Security Agreement, as applicable.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

WESTERN ALLIANCE BANK,
an Arizona Corporation

By: *Kaitlyn Parnas*
Name: Kaitlyn Parnas
Title: AVP, Portfolio Manager

EXHIBIT A

TRADEMARKS

Trademark	Country	Owner	Application No./Filing Date	Registration No./Registration Date	Status
EVENTSNOW	United States	Network for Good, Inc.	85/400,273 17-Aug-2011	4,189,323 14-Aug-2012	Registered
NETWORK FOR GOOD	United States	Network for Good, Inc.	85/400,289 17-Aug-2011	4,208,863 18-Sep-2012	Registered
GOOD CARD	United States	Network for Good, Inc.	77/337,102 26-Nov-2007	3,511,226 07-Oct-2008	Registered
NETWORK FOR GOOD	United States	Network for Good, Inc.	78/098,862 18-Dec-2001	2,691,002 25-Feb-2003	Registered
NETWORK FOR GOOD & design	United States	Network for Good, Inc.	77/351,190 13-Dec-2007	3,479,891 05-Aug-2008	Registered
NONPROFIT 911	United States	Network for Good, Inc.	77/651,168 16-Jan-2009	3,668,936 18-Aug-2009	Registered
Silhouette Design (3)	United States	Network for Good, Inc.	78/098,872 18-Dec-2001	2,659,651 10-Dec-2002	Registered
DONATENOW	United States	Network for Good, Inc.	77/714,046 15-Apr-2009	4,007,949 09-Aug-2011	Registered
THE NETWORK FOR GOOD	United States	Network for Good, Inc.	85/400,296 17-Aug-2011	4,193,266 21-Aug-2012	Registered
GENEROSITY UNLEASHED	United States	Network for Good, Inc.	85/586,063 02-Apr-2012	4,463,364 07-Jan-2014	Registered
DO GOOD. FEEL GOOD.	United States	Network for Good, Inc.	77/215,995 26-Jun-2007	4,425,774 29-Oct-2013	Registered
CAUSE4 AUCTION	United States	Network for Good, Inc.	87/223379 02-Nov-2016	5,222,363 13-Jun-2017	Registered