

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Community Brands ParentCo, LLC		12/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ministry Brands Holdings, LLC		
Street Address:	14488 Old Stage Rd.		
City:	Lenoir City		
State/Country:	TENNESSEE		
Postal Code:	37772		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3686036		
Registration Number:	3789911	EGIVE	
Registration Number:	3014206	EGIVE	
Registration Number:	4747066	CLOVER DONATIONS	
Registration Number:	4525697	KINDRID	
Registration Number:	4747314	CLOVER SITES	
Registration Number:	4743258	CLOVER	
Registration Number:	4739052	GREENHOUSE	
Registration Number:	5693636	MINISTRYONE	
Registration Number:	3704678	GREENHOUSE	
Registration Number:	3685609	CLOVER	
Registration Number:	3685612	CLOVERSITES	
Registration Number:	4289822	CLOVER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		

CH \$340.00 3686036

Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 124434/23

NAME OF SUBMITTER: Spencer Simon

SIGNATURE: /Spencer Simon/

DATE SIGNED: 02/03/2022

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Trademark Assignment**"), is made and entered into as of December 30, 2021, by and between Community Brands ParentCo, LLC, a Delaware limited liability company (the "**Assignor**") and Ministry Brands Holdings, LLC, a Delaware limited liability company (the "**Assignee**"). Capitalized terms used in this Trademark Assignment, but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement, dated as of November 4, 2021 (as amended, restated, supplemented or otherwise modified in accordance with its terms through the date hereof, the "**Purchase Agreement**"), by and among Assignor, Assignee and Buyer, Buyer has agreed to purchase and acquire from Assignor, and Assignor has agreed to sell and transfer to Buyer, all of the Membership Interests (other than the Rollover Interests);

WHEREAS, this Trademark Assignment is being entered into in connection with such Purchase Agreement, and that Assignor and Buyer desire for Assignor to assign to Assignee all of its right, title and interest in, to and under the Intellectual Property listed on **Schedule A**, including all rights to sue at law or in equity and collect, recover and retain claims, damages, costs and attorneys' fees for past, present, and future infringement, misappropriation, and other violation and any other rights relating to any of the foregoing, including the right to receive all proceeds therefrom (including license fees, royalties, income, payments, claims, damages, and proceeds of a suit in any country), (collectively, the "**Intellectual Property Assets**") and the parties have agreed to execute this Trademark Assignment to further evidence and effect the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment, Conveyance and Acceptance. Assignor hereby, on behalf of itself and its Affiliates, irrevocably sells, assigns, transfers, conveys and delivers to Assignee in perpetuity and in all jurisdictions throughout the world, without any reservation of any right, title or interest, for no additional consideration, and the Assignee hereby accepts, all of Assignor's right, title and interest in, to and under the Intellectual Property Assets, including: (i) any goodwill associated therewith, (ii) all common law rights or unregistered rights arising in connection with the Intellectual Property Assets in any jurisdiction, (iii) all rights to proceeds, income, revenues and royalties with respect thereto whether accruing before, on or after Closing with respect to any of the foregoing, (iv) all rights to apply for, revive and maintain all registrations, renewals and/or extensions of any of the foregoing, (v) all rights to file any action and recover damages by reason of past, present or future infringement, misappropriation, dilution or other unauthorized use of said Intellectual Property Assets, with the right to sue for, and collect same, and (vi) any and all corresponding rights with respect to any of the foregoing that, now or hereafter, may be secured throughout the world, for Assignee's own use and behalf, and for the use and behalf of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment and sale had not been made and

Assignee hereby accepts such Intellectual Property Assets. All trademarks being assigned hereunder are being assigned along with the portion of Assignor's business to which such trademarks relate and such business or pertinent portion thereof is ongoing and existing.

2. Further Assurances. Assignor shall, and shall cause its Affiliates to, at Assignee's sole expense, take all further actions and provide to Assignee, its successors, assigns and other legal representatives, all reasonable cooperation and assistance at Assignee's request, including (i) the execution, acknowledgement and delivery to Assignee all documents, instruments and agreements as may be necessary to make a record with any governmental authority (both foreign and domestic) or third parties, and to otherwise more fully confirm, Assignee's ownership of all right, title and interest in, to and under the Intellectual Property Assets, to have and to hold for its proper benefit forever, (ii) assisting Assignee in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with the Intellectual Property Assets, and (iii) the implementation or perfection of this Trademark Assignment in all applicable jurisdictions throughout the world and as may be required under applicable laws and requirements to carry out and fulfill the purposes and intent of this Trademark Assignment.

3. Due Authorization. Assignor hereby, on behalf of itself and its Affiliates, authorizes the appropriate officials at the United States Patent and Trademark Office and all applicable foreign trademark offices to transfer all registrations and pending applications for the Intellectual Property Assets to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Trademark Assignment.

4. Construction. This Trademark Assignment shall be deemed to have been drafted by the parties, and neither this Agreement nor any other document contemplated herein shall be construed against any party as the principal draftsman hereof or thereof. In every place where it is used in this Trademark Assignment, the word "including" is intended and shall be construed to mean "including, without limitation."

5. Governing Law; Venue. This Trademark Assignment and the performance of the transaction and obligations of the parties hereunder shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the choice-of-laws or conflict-of-laws' provisions thereof.

6. Binding Effect; Third Party Beneficiaries. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and, if applicable, permitted assigns. Each party intends that this Trademark Assignment shall not benefit or create any right or cause of action in any Person other than the parties hereto.

7. Amendment. This Trademark Assignment may be amended, modified, or waived only by a written agreement signed by the parties hereto.

8. Severability. Whenever possible, each provision or portion of any provision of this Trademark Assignment shall be interpreted in such manner as to be effective and valid under applicable Law but if any provision or portion of any provision of this Trademark Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any

jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Trademark Assignment will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein, so long as the economic and legal substance of the transactions contemplated hereby are not affected in a manner materially adverse to any party hereto.

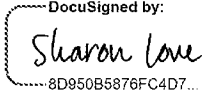
9. Counterparts. This Trademark Assignment may be executed by the parties in separate counterparts and by facsimile or by electronic mail with scan or attachment signature, each of which when so executed and delivered shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof or thereof each signed by less than all, but together signed by all of the parties. A facsimile, electronic or other copy of a signature shall be deemed an original for purposes of this Trademark Assignment.

[Remainder of the page left intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the date first written above and to be effective as of such date.

ASSIGNOR:

COMMUNITY BRANDS PARENTCO, LLC

By:  8D950B5876FC4D7...

Name: Sharon Love

Title: Chief Executive Officer

ASSIGNEE:

MINISTRY BRANDS HOLDINGS, LLC

By:  8D950B5876FC4D7...

Name: Sharon Love

Title: Chief Executive Officer