

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM708251

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cogency Global Inc.		02/14/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barings Finance LLC, as Agent		
<b>Street Address:</b>	300 S. Tryon Street, Suite 2500		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5101527	C3 CHARITABLE COMPLIANCE CENTRAL	
<b>Registration Number:</b>	5287986	CG	
<b>Registration Number:</b>	5287984	CG	
<b>Registration Number:</b>	5287985	CG	
<b>Registration Number:</b>	5292895	COGENCYGLOBAL	
<b>Registration Number:</b>	5292896	COGENCYGLOBAL	
<b>Registration Number:</b>	5292897	COGENCYGLOBAL	
<b>Registration Number:</b>	3743968	ENTITY CENTRAL	
<b>Registration Number:</b>	4095533	STATE RECORDS CENTRAL	
<b>Registration Number:</b>	5642221	THE RIGHT RESPONSE AT THE RIGHT TIME, EV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448857		
<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>			
<b>Phone:</b>	7043432000		
<b>Email:</b>	twitcher@mcguirewoods.com		
<b>Correspondent Name:</b>	Terry L. Witcher, Senior Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP		
<b>Address Line 2:</b>	201 N. Tryon Street, Suite 3000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		

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<b>NAME OF SUBMITTER:</b>	Terry L. Witcher
<b>SIGNATURE:</b>	/s/ Terry L. Witcher
<b>DATE SIGNED:</b>	02/14/2022
<b>Total Attachments: 4</b> source=Notice of Grant of Security Interest in Trademarks - Cogency Global (2022)#page1.tif source=Notice of Grant of Security Interest in Trademarks - Cogency Global (2022)#page2.tif source=Notice of Grant of Security Interest in Trademarks - Cogency Global (2022)#page3.tif source=Notice of Grant of Security Interest in Trademarks - Cogency Global (2022)#page4.tif	

**NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS**

Dated: February 14, 2022

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Guarantee and Collateral Agreement dated as of February 14, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") among the Grantors (as identified on the signature pages hereto), the other grantors party thereto and the Agent (as identified on the signature pages hereto) for the Lenders referenced therein, each undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications on Schedule 1 to the Agent for the ratable benefit of the Lenders.

Each Grantor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in such trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Guarantee and Collateral Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

This Notice of Grant of Security Interest in Trademarks (this "Trademark Security Agreement" or this "Agreement") may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

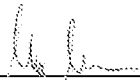
[Signature pages follow.]

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**COGENCY GLOBAL INC.**




By: Bruce Jacobi  
Name: Bruce Jacobi  
Title: Chief Executive Officer and Treasurer

**BARINGS FINANCE LLC, Agent**

By:  \_\_\_\_\_  
Name: Max McEwen  
Title: Managing Director

SCHEDULE 1

TRADEMARKS

<b>Jurisdiction</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Owner</b>
US	C3 Charitable Compliance Central & Design	5101527	Cogency Global Inc.
US	CG & Design 	5287986	Cogency Global Inc.
US	CG & Design 	5287984	Cogency Global Inc.
US	CG & Design 	5287985	Cogency Global Inc.
US	COGENCYGLOBAL	5292895	Cogency Global Inc.
US	COGENCYGLOBAL	5292896	Cogency Global Inc.
US	COGENCYGLOBAL	5292897	Cogency Global Inc.
US	ENTITY CENTRAL	3743968	Cogency Global Inc.
US	STATE RECORDS CENTRAL	4095533	Cogency Global Inc.
US	THE RIGHT RESPONSE AT THE RIGHT TIME, EVERY TIME	5642221	Cogency Global Inc.
UK	COGENCY GLOBAL	916493331	Cogency Global Inc.
UK	COGENCY GLOBAL	3220000	Cogency Global Inc.
EU	COGENCY GLOBAL	016493331	Cogency Global Inc.

Schedule 1