

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710619

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 6012/0049
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		02/24/2022	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	YOURMEMBERSHIP.COM, INC.
Street Address:	9620 Executive Center Dr N, Suite 200
City:	St. Petersburg
State/Country:	FLORIDA
Postal Code:	33702
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4321155	CAREERBANK
Registration Number:	3411154	THE COMPLETE ONLINE MEMBER COMMUNITY
Registration Number:	3840028	SOCIALCONNECT
Registration Number:	3935272	YOURAPP
Registration Number:	3452421	YOURMEMBERSHIP.COM
Registration Number:	5025335	YOURMEMBERSHIP
Registration Number:	4926751	BUILDING CONNECTIONS. FOSTERING GROWTH.
Registration Number:	4670185	JOB FLASH
Registration Number:	4665989	ASSOCIATION CAREER NETWORK
Registration Number:	4576069	RIGHT HIRE. RIGHT NOW.
Registration Number:	4484882	CONNECT. ENGAGE. GROW.
Registration Number:	4484881	SOLUTIONS FOR TODAY'S ENGAGED AND GROWIN
Registration Number:	5292297	ADAPT. CONNECT. GROW.
Registration Number:	5461781	CROWD WISDOM

CORRESPONDENCE DATA

Fax Number: 2129692900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

REEL: 007643 FRAME: 0575

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-969-3000
Email: ypan@proskauer.com
Correspondent Name: Jaemin Lee
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-567
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NAME OF SUBMITTER:	Jaemin Lee
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SIGNATURE:	/Jaemin Lee/
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DATE SIGNED:	02/25/2022
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Total Attachments: 6

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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of February 24, 2022 (this “Release”), is made by ARES CAPITAL CORPORATION, acting in its capacity as collateral agent (in such capacity, the “Collateral Agent”) under (i) that certain Trademark Security Agreement, entered into as of March 15, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “TSA 1”), by and between YOURMEMBERSHIP.COM, INC. (“Yourmembership”) and the Collateral Agent, (ii) that certain Trademark Security Agreement, entered into as of May 16, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “TSA 2”), by and between ABILA, INC. (“Abila”) and APTIFY CORPORATION (“Aptify”) and the Collateral Agent, and (iii) that certain Trademark Security Agreement, entered into as of March 15, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “TSA 3”, and together with TSA 1 and TSA 2, each a “Trademark Security Agreement, and collectively, the “Trademark Security Agreements”), by and between INRESONANCE, LLC (“Inresonance”) and COMMUNITY BRANDS PARENCO, LLC (f/k/a MINISTRY BRANDS, LLC) (“Community Brands” and together with Yourmembership, Abila, Aptify, and Inresonance, each a “Grantor” and collectively, the “Grantors”) and the Collateral Agent.

Capitalized terms used herein without definition are used as defined in the Trademark Security Agreements.

WHEREAS, pursuant to the TSA 1 which was recorded in the records of the United States Patent and Trademark Office on March 15, 2017 at reel 6012, frame 0049 the applicable Grantor granted to the Collateral Agent for the benefit of the Secured Parties thereto a security interest in, to, and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral 1”);

WHEREAS, pursuant to the TSA 2 which was recorded in the records of the United States Patent and Trademark Office on May 22, 2017 at reel 6065, frame 0832 the applicable Grantor granted to the Collateral Agent for the benefit of the Secured Parties thereto a security interest in, to, under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral 2”);

WHEREAS, pursuant to the TSA 3 which was recorded in the records of the United States Patent and Trademark Office on August 17, 2017 at reel 6132 frame 0314 the applicable Grantor granted to the Collateral Agent for the benefit of the Secured Parties thereto a security interest in, to, under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral 3" and together with Trademark Collateral 1 and Trademark Collateral 2, the "Trademark Collateral");

WHEREAS, pursuant to that certain Payoff Letter, dated as of the date hereof, by and among the Grantor, the other signatories party thereto and the Collateral Agent, the applicable Grantor has requested that the Collateral Agent, and the Collateral Agent has agreed to, (a) release any and all security interests it may have in the Trademark Collateral pursuant to the applicable Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the applicable Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the applicable Trademark Security Agreement in the applicable Trademark Collateral, (b) fully and unconditionally release and relinquish its security interest in the applicable Trademark Collateral, and (c) discharge and cancel any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the applicable Trademark Collateral. The Collateral Agent agrees, or authorizes the applicable Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the applicable Grantor to evidence the release and termination of the Collateral Agent's security interests in the applicable Trademark Collateral.

This Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof shall be governed by the laws of the State of New York, without regard to its conflicts of law provisions.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature page follows]

ARES CAPITAL CORPORATION, as
Collateral Agent

By: Penni Roll
Name: Penni Roll
Title: Authorized Signatory

Acknowledged and Agreed,
GRANTORS:

YOURMEMBERSHIP.COM, INC.

DocuSigned by:
Mike Henricks
By: _____
Name: Mike Henricks
Title: Chief Financial Officer

ABILA, INC.

DocuSigned by:
Mike Henricks
By: _____
Name: Mike Henricks
Title: Chief Financial Officer

APTIFY CORPORATION

DocuSigned by:
Mike Henricks
By: _____
Name: Mike Henricks
Title: Chief Financial Officer

INRESONANCE, LLC

DocuSigned by:
Mike Henricks
By: _____
Name: Mike Henricks
Title: Chief Financial Officer


COMMUNITY BRANDS PARENTCO, LLC (f/k/a MINISTRY BRANDS, LLC)

DocuSigned by:
Mike Henricks
By: _____
Name: Mike Henricks
Title: Chief Financial Officer

SCHEDULE I

U.S. Trademark Registrations

Trademark	Owner	Reg. Date	Reg. No.
CAREERBANK	YourMembership.com, Inc.	4/16/2013	4,321,155
THE COMPLETE ONLINE MEMBER COMMUNITY	YourMembership.com, Inc.	4/8/2008	3,411,154
SOCIALCONNECT	YourMembership.com, Inc.	8/31/2010	3,840,028
YOURAPP	YourMembership.com, Inc.	3/22/2011	3,935,272
YOURMEMBERSHIP.COM	YourMembership.com, Inc.	6/24/2008	3,452,421
YOURMEMBERSHIP	YourMembership.com, Inc.	8/23/2016	5,025,335
BUILDING CONNECTIONS. FOSTERING GROWTH.	YourMembership.com, Inc.	3/29/2016	4,926,751
JOB FLASH	YourMembership.com, Inc.	1/13/2015	4,670,185
association career network	YourMembership.com, Inc.	1/6/2015	4,665,989
RIGHT HIRE. RIGHT NOW.	YourMembership.com, Inc.	7/29/2014	4,576,069
CONNECT. ENGAGE. GROW.	YourMembership.com, Inc.	2/18/2014	4,484,882
SOLUTIONS FOR TODAY'S ENGAGED AND GROWING ORGANIZATIONS	YourMembership.com, Inc.	2/18/2014	4,484,881
ADAPT. CONNECT. GROW.	YourMembership.com, Inc.	9/19/2017	5,292,297
CROWD WISDOM	YourMembership.com, Inc.	5/8/2018	5,461,781
FREESTONE	Abila, Inc.	11/8/2016	5,078,035
MYFREESTONE	Abila, Inc.	11/8/2016	5,077,407
ABILA	Abila, Inc.	9/9/2014	4,602,505
ABILA ELEVATE	Abila, Inc.	9/8/2015	4,810,100
ABILA INSPIRE POSSIBILITY	Abila, Inc.	9/30/2014	4,614,818
abila INSPIRE POSSIBILITY	Abila, Inc.	9/9/2014	4,602,859
ABILA MILLENNIUM DRIVE	Abila, Inc.	3/24/2015	4,709,482
A-SCORE	Abila, Inc.	11/27/2012	4,250,647
AVECTRA	Abila, Inc.	1/18/2011	3,907,776
AVECTRA	Abila, Inc.	11/23/2004	2,904,630
ELEVATE	Abila, Inc.	6/21/2016	4,984,985
ELEVATE YOUR MISSION	Abila, Inc.	4/23/2013	4,323,825
HELPING THOSE WHO DO GOOD THINGS DO THEM EVEN BETTER	Abila, Inc.	6/11/2002	2,580,016

Trademark	Owner	Reg. Date	Reg. No.
IDEASTARTER	Abila, Inc.	5/3/2016	4,952,891
INSPIRE POSSIBILITY	Abila, Inc.	9/30/2014	4,614,821
INSPIRE POSSIBILITY	Abila, Inc.	9/30/2014	4,614,817
MEMBERFUSE	Abila, Inc.	5/29/2012	4,148,957
MILLENNIUM	Abila, Inc.	5/30/2000	2,353,333
MILLENNIUM DRIVE	Abila, Inc.	3/24/2015	4,709,483
MIP	Abila, Inc.	1/2/1996	1,945,748
MIP ADVANCE	Abila, Inc.	1/26/2016	4,893,664
NETFORUM	Abila, Inc.	1/18/2011	3,907,775
NETFORUM	Abila, Inc.	1/11/2005	2,917,174
TREAT EVERY DONOR LIKE A MAJOR DONOR	Abila, Inc.	4/26/2016	4,947,334
APTIFY	Aptify Corporation	8/22/2017	5,270,903
INRESONANCE	inResonance, LLC	2/24/2004	2,817,776
	inResonance, LLC	1/20/2004	2,806,895
SCHOOLYARD	inResonance, LLC	10/11/2011	4,038,174
TAVTRAC	inResonance, LLC	6/27/2017	5,232,066
	Community Brands ParentCo, LLC (f/k/a Ministry Brands, LLC)	5/6/2014	4525697