

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM710628

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
501 Auctions LLC		02/24/2022	Limited Liability Company: VIRGINIA
Abila, Inc.		02/24/2022	Corporation: DELAWARE
Aptify Corporation		02/24/2022	Corporation: DELAWARE
Attendee Interactive, LLC		02/24/2022	Limited Liability Company: MARYLAND
Auctions By Cellular LLC		02/24/2022	Limited Liability Company: DELAWARE
Auncor, Inc.		02/24/2022	Corporation: WISCONSIN
Community Brands HoldCo, LLC		02/24/2022	Limited Liability Company: DELAWARE
Community Brands Intermediate, LLC		02/24/2022	Limited Liability Company: DELAWARE
Diamond Mind Business Services, LLC		02/24/2022	Limited Liability Company: DELAWARE
Education Brands, LLC		02/24/2022	Limited Liability Company: DELAWARE
Higher Education Services, Inc.		02/24/2022	Corporation: PENNSYLVANIA
inResonance, LLC		02/24/2022	Limited Liability Company: DELAWARE
MobileCause, Inc.		02/24/2022	Corporation: DELAWARE
My Custom I.T., LLC		02/24/2022	Limited Liability Company: WASHINGTON
Pathable, Inc.		02/24/2022	Corporation: DELAWARE
Ravenna Solutions, Inc.		02/24/2022	Corporation: WASHINGTON
VanDamme Associates, Inc.		02/24/2022	Corporation: NEW YORK
Worldwide Registrations Systems, Inc.		02/24/2022	Corporation: PENNSYLVANIA
YourMembership.com, Inc.		02/24/2022	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR		

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<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	Corporation: MARYLAND

**PROPERTY NUMBERS Total: 85**

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	5165509	501 AUCTIONS
<b>Registration Number:</b>	5078035	FREESTONE
<b>Registration Number:</b>	5220691	MIP FUND ACCOUNTING
<b>Registration Number:</b>	5077407	MYFREESTONE
<b>Registration Number:</b>	4602505	ABILA
<b>Registration Number:</b>	4709482	ABILA MILLENNIUM DRIVE
<b>Registration Number:</b>	4250647	A-SCORE
<b>Registration Number:</b>	2904630	AVECTRA
<b>Registration Number:</b>	4984985	ELEVATE
<b>Registration Number:</b>	4323825	ELEVATE YOUR MISSION
<b>Registration Number:</b>	2580016	HELPING THOSE WHO DO GOOD THINGS DO THEM
<b>Registration Number:</b>	4952891	IDEASTARTER
<b>Registration Number:</b>	4148957	MEMBERFUSE
<b>Registration Number:</b>	2353333	MILLENNIUM
<b>Registration Number:</b>	4709483	MILLENNIUM DRIVE
<b>Registration Number:</b>	1945748	MIP
<b>Registration Number:</b>	4893664	MIP ADVANCE
<b>Registration Number:</b>	3907775	NETFORUM
<b>Registration Number:</b>	2917174	NETFORUM
<b>Registration Number:</b>	4947334	TREAT EVERY DONOR LIKE A MAJOR DONOR
<b>Registration Number:</b>	4810100	ABILA ELEVATE
<b>Registration Number:</b>	5270903	APTIFY
<b>Registration Number:</b>	6074009	ATTENDEE INTERACTIVE
<b>Registration Number:</b>	6064207	HIGHMARKSCE
<b>Registration Number:</b>	4886858	GESTURE
<b>Registration Number:</b>	4886859	MAKE HOPE HAPPEN
<b>Registration Number:</b>	4389790	AUCTIONS BY CELLULAR
<b>Registration Number:</b>	5733353	TADS
<b>Registration Number:</b>	5409280	COMMUNITY BRANDS
<b>Registration Number:</b>	5761469	
<b>Registration Number:</b>	5910453	POWERING PURPOSE. SIMPLIFYING WORK.
<b>Registration Number:</b>	5971512	CAREER JOURNEY

Property Type	Number	Word Mark
Registration Number:	1910031	TRIPBUILDER
Registration Number:	4240848	TRIPBUILDER
Registration Number:	4326155	EVENTMOBILE
Registration Number:	5733358	DIAMOND MIND
Registration Number:	5356080	ASCENDANCE
Registration Number:	5733361	SCHOOLSPEAK
Registration Number:	5733368	SENIORSYSTEMS
Registration Number:	3798933	SSS
Registration Number:	5148776	CONNEXT
Registration Number:	5080285	ZURICH
Registration Number:	1729859	HES
Registration Number:	2817776	INRESONANCE
Registration Number:	2806895	IR
Registration Number:	4038174	SCHOOLYARD
Registration Number:	5232066	TAVTRAC
Registration Number:	4474980	MOBILECAUSE
Registration Number:	5050875	C MOBILECAUSE
Registration Number:	5369222	CONFIGIO
Registration Number:	5500672	CONFIGIO
Registration Number:	5369223	CONFIGIO
Registration Number:	5369224	CONFIGIO
Registration Number:	5369226	CONFIGIO
Registration Number:	5369227	CONFIGIO
Registration Number:	5500717	CONFIGIO SOFTWARE CONFIGURED FOR YOU
Registration Number:	5500718	CONFIGIO SOFTWARE CONFIGURED FOR YOU
Registration Number:	5394782	CONFIGIO SOFTWARE CONFIGURED FOR YOU
Registration Number:	5394783	CONFIGIO SOFTWARE CONFIGURED FOR YOU
Registration Number:	6213340	DONATEMYREFUND
Registration Number:	6607462	PATHABLE
Registration Number:	5458443	RAVENNA
Registration Number:	4244857	NIMBLEUSER
Registration Number:	5871405	NIMBLE AMS
Registration Number:	6352506	NIMBLE COMMUNITIES
Registration Number:	5067453	EXPO LOGIC
Registration Number:	5862666	BADGE[ON]DEMAND
Registration Number:	5284579	EXPOBRANDER
Registration Number:	5224442	TRACKPOD
Registration Number:	5036673	LEADKEY

Property Type	Number	Word Mark
Registration Number:	5036674	LEADPOD
Registration Number:	4866357	EXPRESSPASS
Registration Number:	2615724	EPIC
Registration Number:	4321155	CAREERBANK
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:	6113453	ASSOCIATION CAREER NETWORK
Registration Number:	5292297	ADAPT. CONNECT. GROW.
Registration Number:	5461781	CROWD WISDOM
Registration Number:	5755823	YM CAREERS
Registration Number:	6046344	YM
Serial Number:	88093992	COMMUNITYBRANDS

#### CORRESPONDENCE DATA

**Fax Number:** 2129692900

*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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	11668-567
<b>NAME OF SUBMITTER:</b>	Jaemin Lee
<b>SIGNATURE:</b>	/Jaemin Lee/
<b>DATE SIGNED:</b>	02/25/2022

#### Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT, dated as of February 24, 2022 (this “Agreement”), among 501 Auctions LLC, a Virginia limited liability company, Abila, Inc., a Delaware corporation, Aptify Corporation, a Delaware corporation, Attendee Interactive, LLC, a Maryland limited liability company, Auctions By Cellular LLC, a Delaware limited liability company, Auncor, Inc., a Wisconsin corporation, Community Brands HoldCo, LLC, a Delaware limited liability company, Community Brands Intermediate, LLC, a Delaware limited liability company, Diamond Mind Business Services, LLC, a Delaware limited liability company, Education Brands, LLC, a Delaware limited liability company, Higher Education Services, Inc., a Pennsylvania corporation, inResonance, LLC, a Delaware limited liability company, MobileCause, Inc., a Delaware corporation, My Custom I.T., LLC, a Washington limited liability company, Pathable, Inc., Delaware corporation, Ravenna Solutions, Inc., a Washington corporation, VanDamme Associates, Inc., a New York corporation, Worldwide Registrations Systems, Inc., a Pennsylvania corporation, and YourMembership.com, Inc., a Florida corporation, (each, a “Grantor”) and ARES CAPITAL CORPORATION, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of February 24, 2022 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among INTERMDIATE COMMUNITY BRANDS, LLC, a Delaware limited liability company (“Initial Holdings”), COMMUNITY BRANDS PARENTCO, LLC, a Delaware limited liability company (the “Borrower”), the other GRANTORS from time to time party thereto and ARES CAPITAL CORPORATION, as the administrative agent, and (b) the Collateral Agreement dated as of February 24, 2022 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of 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”). This

Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

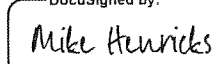
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**501 AUCTIONS LLC  
ABILA, INC.  
APTIFY CORPORATION  
ATTENDEE INTERACTIVE, LLC  
AUCTIONS BY CELLULAR LLC  
AUNCOR, INC.  
COMMUNITY BRANDS HOLDCO, LLC  
COMMUNITY BRANDS INTERMEDIATE,  
LLC  
DIAMOND MIND BUSINESS SERVICES, LLC  
DIAMOND MIND BUSINESS SERVICES, LLC  
EDUCATION BRANDS  
HIGHER EDUCATION SERVICES, INC.  
INRESONANCE, LLC.  
MOBILECAUSE, INC.  
MY CUSTOM I.T., LLC  
PATHABLE, INC.  
RAVENNA SOLUTIONS, INC.  
VANDAMME ASSOCIATES, INC.  
WORLDWIDE REGISTRATIONS SYSTEMS,  
INC.  
YOURMEMBERSHIP.COM, INC.,  
each as a Grantor**

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

[Signature page to Trademark Security Agreement]

**TRADEMARK  
REEL: 007643 FRAME: 0669**



**ARES CAPITAL CORPORATION**, as  
Collateral Agent

By: Penni Roll

Name: Penni Roll

Title: Authorized Signatory

## Schedule I

**TRADEMARKS**



Trademark	Owner	Registration Date	Registration No.
501 Auctions	501 Auctions LLC	3/21/2017	5,165,509
FREESTONE	Abila, Inc.	11/8/2016	5,078,035
MIP FUND ACCOUNTING	Abila, Inc.	6/13/2017	5,220,691
MYFREESTONE	Abila, Inc.	11/8/2016	5,077,407
ABILA	Abila, Inc.	9/9/2014	4,602,505
ABILA MILLENNIUM DRIVE	Abila, Inc.	3/24/2015	4,709,482
A-SCORE	Abila, Inc.	11/27/2012	4,250,647
AVECTRA	Abila, Inc.	11/23/2004	2,904,630
ELEVATE	Abila, Inc.	6/21/2016	4,984,985

Trademark	Owner	Registration Date	Registration No.
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
IDEASTARTER	Abila, Inc.	5/3/2016	4,952,891
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

Trademark	Owner	Registration Date	Registration No.
TREAT EVERY DONOR LIKE A MAJOR DONOR	Abila, Inc.	4/26/2016	4,947,334
ABILA ELEVATE	Abila, Inc.	9/8/2015	4810100
APTIFY	Aptify Corporation	8/22/2017	5,270,903
ATTENDEE INTERACTIVE	Attendee Interactive, LLC	6/9/2020	6,074,009
HIGHMARKSCE	Attendee Interactive, LLC	5/26/2020	6,064,207
Gesture	Auctions By Cellular, LLC	1/12/2016	4,886,858
Make Hope Happen	Auctions By Cellular, LLC	1/12/2016	4,886,859
AUCTIONS BY CELLULAR	Auctions By Cellular, LLC	8/20/2013	4,389,790
TADS	Auncor, Inc.	4/23/2019	5,733,353
COMMUNITY BRANDS	Community Brands HoldCo, LLC	2/20/2018	5,409,280

Trademark	Owner	Registration Date	Registration No.
	Community Brands HoldCo, LLC	Applied 8/27/2018	Application No. 88093992
	Community Brands HoldCo, LLC	5/28/2019	5,761,469
POWERING PURPOSE. SIMPLIFYING WORK.	Community Brands HoldCo, LLC	11/12/2019	5,910,453
CAREER JOURNEY	Community Brands HoldCo, LLC	1/28/2020	5,971,512
TRIPBUILDER	Community Brands Intermediate, LLC	8/8/1995	1,910,031
TRIPBUILDER	Community Brands Intermediate, LLC	11/13/2012	4,240,848
EVENTMOBILE	Community Brands Intermediate, LLC	4/23/2013	4,326,155
DIAMOND MIND	Diamond Mind Business Services, LLC	4/23/2019	5,733,358


Trademark	Owner	Registration Date	Registration No.
ASCENDANCE	Education Brands, LLC	12/12/2017	5,356,080
SCHOOLSPEAK	Education Brands, LLC	4/23/2019	5,733,361
SENIORSYSTEMS	Education Brands, LLC	4/23/2019	5,733,368
	Education Brands, LLC	6/8/2010	3,798,933
CONNEXT	Gravitate Solutions, LLC	2/28/2017	5148776
ZURICH	Gravitate Solutions, LLC	11/15/2016	5080285
HES	Higher Education Services, Inc.	11/3/1992	1,729,859
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

Trademark	Owner	Registration Date	Registration No.
TAVTRAC	inResonance, LLC	6/27/2017	5,232,066
MOBILECAUSE	MobileCause, Inc.	1/28/2014	4,474,980
 MobileCause	MobileCause, Inc.	9/27/2016	5,050,875
CONFIGIO	My Custom I.T., LLC d/b/a Configio	1/2/2018	5,369,222
CONFIGIO	My Custom I.T., LLC d/b/a Configio	6/26/2018	5,500,672
CONFIGIO	My Custom I.T., LLC d/b/a Configio	1/2/2018	5,369,223
CONFIGIO	My Custom I.T., LLC d/b/a Configio	1/2/2018	5,369,224
CONFIGIO	My Custom I.T., LLC d/b/a Configio	1/2/2018	5,369,226
CONFIGIO	My Custom I.T., LLC d/b/a Configio	1/2/2018	5,369,227
 Configio SOFTWARE CONFIGURED FOR YOU	My Custom I.T., LLC d/b/a Configio	6/26/2018	5,500,717

Trademark	Owner	Registration Date	Registration No.
	My Custom I.T., LLC d/b/a Configio	6/26/2018	5,500,718
	My Custom I.T., LLC d/b/a Configio	2/6/2018	5,394,782
	My Custom I.T., LLC d/b/a Configio	2/6/2018	5,394,783
DONATEMYREFUND	My Custom I.T., LLC d/b/a Configio	12/1/2020	6,213,340
PATHABLE	Pathable, Inc.	1/4/2022	6,607,462
RAVENNA	Ravenna Solutions, Inc.	5/1/2018	5,458,443
NimbleUser	VanDamme Associates, Inc.	11/20/2012	4,244,857
NIMBLE AMS	VanDamme Associates, Inc.	10/1/2019	5,871,405
NIMBLE COMMUNITIES	VanDamme Associates, Inc.	5/18/2021	6,352,506
EXPO LOGIC	Worldwide Registrations Systems, Inc.	10/25/2016	5,067,453



Trademark	Owner	Registration Date	Registration No.
BADGE[ON]DEMAND	Worldwide Registrations Systems, Inc.	9/17/2019	5,862,666
EXPOBrander	Worldwide Registrations Systems, Inc.	9/12/2017	5,284,579
TRACKPOD	Worldwide Registrations Systems, Inc.	6/13/2017	5,224,442
LEADKEY	Worldwide Registrations Systems, Inc.	9/6/2016	5,036,673
LEADPOD	Worldwide Registrations Systems, Inc.	9/6/2016	5,036,674
ExpressPass	Worldwide Registrations Systems, Inc.	12/8/2015	4,866,357
<i>epic</i>	Worldwide Registrations Systems, Inc.	9/3/2002	2,615,724
CAREERBANK	YourMembership.com, Inc.	4/16/2013	4,321,155
YOURMEMBERSHIP.COM	YourMembership.com, Inc.	6/24/2008	3,452,421

Trademark	Owner	Registration Date	Registration No.
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
ASSOCIATION CAREER NETWORK	YourMembership.com, Inc.	7/28/2020	6,113,453
ADAPT. CONNECT. GROW.	YourMembership.com, Inc.	9/19/2017	5,292,297
CROWD WISDOM	YourMembership.com, Inc.	5/8/2018	5,461,781
YM CAREERS	YourMembership.com, Inc.	5/21/2019	5,755,823
YM	YourMembership.com, Inc.	5/5/2020	6,046,344