

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CorporateRewards Holding Company, Inc.		05/26/2022	Corporation: DELAWARE
GiveAnything.com, Inc.		05/26/2022	Corporation: DELAWARE
Universal Certificate Group LLC		05/26/2022	Limited Liability Company: VIRGINIA
GiveAnything.com, LLC		05/26/2022	Limited Liability Company: VIRGINIA
CorporateRewards.com, LLC		05/26/2022	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Stifel Bank		
Street Address:	787 7th Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4870551	WORKSTRIDE	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Robin Dunn		
SIGNATURE:	/Robin Dunn/		

OP \$40.00 4870551

DATE SIGNED:	05/26/2022
---------------------	------------

Total Attachments: 9

- source=TM Cover Sheet with IPSA-CorporateRewards Holding Company#page2.tif
- source=TM Cover Sheet with IPSA-CorporateRewards Holding Company#page3.tif
- source=TM Cover Sheet with IPSA-CorporateRewards Holding Company#page4.tif
- source=TM Cover Sheet with IPSA-CorporateRewards Holding Company#page5.tif
- source=TM Cover Sheet with IPSA-CorporateRewards Holding Company#page6.tif
- source=TM Cover Sheet with IPSA-CorporateRewards Holding Company#page7.tif
- source=TM Cover Sheet with IPSA-CorporateRewards Holding Company#page8.tif
- source=TM Cover Sheet with IPSA-CorporateRewards Holding Company#page9.tif
- source=TM Cover Sheet with IPSA-CorporateRewards Holding Company#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 26, 2022 by and between STIFEL BANK ("Bank"), CorporateRewards Holding Company, Inc., a Delaware corporation ("Holding"), GiveAnything.com, Inc., a Delaware corporation ("GAI"), Universal Certificate Group LLC, a Virginia limited liability company ("Universal"), GiveAnything.com, LLC, a Virginia limited liability company ("GA LLC"), and CorporateRewards.com, LLC, d/b/a WorkStride, an Ohio limited liability company ("WorkStride"), together with Parent, Holding, GAI, Universal, and GA LLC, each and collectively, "Grantor").

RECITALS

A. Bank has agreed to make certain loans and to extend certain financial accommodations to Grantor (collectively, the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated September 23, 2021 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor grant to Bank a security interest in all of its present and future Copyrights, Trademarks and Patents to secure the Obligations of Grantor under the Loan Agreement. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future "Obligations" under or as defined in the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right,

power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

350 Fifth Avenue, Suites 3920 and 3930,
New York, New York 10118
Attn: Stephen Faust
Email: sfaust@in-prepaid.com

GRANTOR:

**CORPORATEREWARDS HOLDING
COMPANY, INC.**

By: 

Name: Stephen Faust

Title: CEO

GRANTOR:

GIVEANYTHING.COM, INC.

By: 

Name: Stephen Faust

Title: CEO

GRANTOR:

UNIVERSAL CERTIFICATE GROUP LLC

By: 

Name: Stephen Faust

Title: CEO

GRANTOR:

GIVEANYTHING.COM, LLC

By: 

Name: Stephen Faust


Title: CEO

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CORPORATEREWARDS.COM, LLC, D/B/A
WORKSTRIDE

By: 
Name: Stephen Fawcett
Title: CEO

Address of Bank:

787 7th Avenue, 11th Floor
New York, NY 10019
Attn: Loan Services
Email: loanservices@stifelbank.com

BANK:

STIFEL BANK

By: _____
Name: _____
Title: _____

TRADEMARK

REEL: 007734 FRAME: 0506

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CORPORATEREWARDS.COM, LLC, D/B/A
WORKSTRIDE

By: _____

Name: _____

Title: _____

Address of Bank:

787 7th Avenue, 11th Floor
New York, NY 10019
Attn: Loan Services
Email: loanservices@stifelbank.com

BANK:

STIFEL BANK

By:  _____

Name: James C. Binz

Title: Executive Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

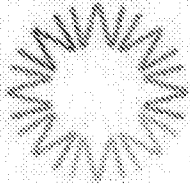
EXHIBIT C

Trademarks

Registered Trademarks:

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Filing Date</u>
USPTO	WORKSTRIDE	4870551	86624317	12/15/2015	5/9/2015
Ohio	WORKSTRIDE	3994379	[]	2/22/2017	2/22/2017

Unregistered Trademarks:

<u>Unregistered Trademark</u>	<u>Product / Use</u>
	Company website and social media
CorporateRewards	<p><u>Universal Certificate Group (ucgroupllc.com)</u> -</p> <p>"CorporateRewards.com, CorporateLoyalty.com and GiveAnything.com</p> <p>are trademarks of Universal Certificate Group LLC"</p>
CorporateLoyalty	<p><u>Universal Certificate Group (ucgroupllc.com)</u> -</p> <p>"CorporateRewards.com, CorporateLoyalty.com and GiveAnything.com</p> <p>are trademarks of Universal Certificate Group LLC"</p>
GiveAnything	<p><u>Universal Certificate Group (ucgroupllc.com)</u> -</p> <p>"CorporateRewards.com, CorporateLoyalty.com and</p>

Unregistered Trademark	Product / Use
	<p>GiveAnything.com</p> <p>are trademarks of Universal Certificate Group LLC™</p>
<p>GiveAnything</p> <p>The perfect gift. Every time.</p>	<p><u>Universal Certificate Group</u> (<u>ucgroupllc.com</u>)</p>
<p> CORPORATEREWARDS.COM</p>	<p><u>Universal Certificate Group</u> (<u>ucgroupllc.com</u>)</p>