

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YOURGIVING, INC. (D/B/A TITHE.LY)		12/16/2022	Corporation: DELAWARE
BREEZE, LLC		12/16/2022	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5860887	TITHE.LY	
Serial Number:	90671988	BREEZE LLC	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1862127		
NAME OF SUBMITTER:	Gwendolyn Meccas		
SIGNATURE:	/Gwendolyn Meccas/		
DATE SIGNED:	12/16/2022		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 16, 2022, is entered into by and among BREEZE, LLC, a Michigan limited liability company (“Breeze”), YOURGIVING, INC. (D/B/A TITHE.LY), a Delaware corporation (“Tithe.ly” and together with Breeze, collectively, the “Grantor”) and SILICON VALLEY BANK (the “Agent”), as Administrative Agent pursuant to that certain Senior Secured Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), by, among others, TUSK ACQUISITION MIDCO INC., TUSK ACQUISITION BUYER INC., Tithe.ly, the Agent, and certain Lenders from time to time party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement (as hereinafter defined) or the Credit Agreement, as applicable.

WHEREAS, in consideration of the agreement by the Agent and Lenders to make the Loans to the Borrower under the Credit Agreement, the Grantor has entered into that certain Guarantee and Collateral Agreement in favor of the Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Agent a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Agent pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Agent a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, or otherwise, and all common-law rights related thereto, including, without limitation, any trademark registrations or applications referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use

trademark or service mark application shall be deemed a "Trademark" to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under law (including where a statement of use has not been filed with, and accepted by, the United States Patent and Trademark Office).

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Agent under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Agent, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally as effective as delivery of an original executed counterpart.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Agent:

AGENT:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, CA 94304
Attn: Mr. Jonathan Wolfert

By: Jonathan Wolfert
Name: Jonathan Wolfert
Title: Director

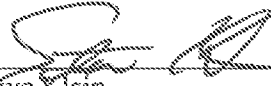
[Signature Page to Trademark Security Agreement]

Address of Grantors:

901 Woodland St., Ste. 104
Nashville, TN 37206

GRANTORS:

YOURGIVING, INC. (D/B/A TITHE.LY),
a Delaware corporation

By: 
Name: Steve Klein
Title: Chief Financial Officer

BREEZE, LLC,
a Michigan limited liability company

By: 
Name: Steve Klein
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration #</u>	<u>Registration Date</u>
YourGiving, Inc.	TITHE.LY	USA	5860887	17-SEP-2019

Trademark Applications

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration #</u>	<u>Registration Date</u>
Breeze, LLC	BREEZE LLC	USA	90671988	26-APR-2021