

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM801061

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Pursuant Group, Inc.		04/06/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Allegiance Fundraising, LLC		
<b>Street Address:</b>	3064 49th Street		
<b>City:</b>	South Fargo		
<b>State/Country:</b>	NORTH DAKOTA		
<b>Postal Code:</b>	581069132		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97255612	P	
<b>Registration Number:</b>	3516036	PURSUANT	
<b>Registration Number:</b>	4577272	SMARTDATA	
<b>Registration Number:</b>	3864628	ADVIZOR	
<b>Registration Number:</b>	6349441	GIVING GENOME	
<b>Registration Number:</b>	6349442	GIVINGDNA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5184877777		
<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>	518-487-7618		
<b>Email:</b>	mricciardi@woh.com		
<b>Correspondent Name:</b>	Martin J. Ricciardi		
<b>Address Line 1:</b>	One Commerce Plaza		
<b>Address Line 2:</b>	Whiteman Osterman & Hanna LLP		
<b>Address Line 4:</b>	Albany, NEW YORK 12260		
<b>NAME OF SUBMITTER:</b>	Martin J. Ricciardi		
<b>SIGNATURE:</b>	/martin j. ricciardi/		
<b>DATE SIGNED:</b>	04/06/2023		

OP \$165.00 97255612

**Total Attachments: 5**

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TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this “*Trademark Assignment*”) is made as of April 6, 2023, by and between The Pursuant Group, Inc., a Delaware corporation (the “*Assignor*”) and Allegiance Fundraising, LLC, a Delaware limited liability company (the “*Assignee*”).

**WITNESSETH:**

**WHEREAS**, the Assignor owns the trademarks listed on Schedule A attached hereto (the “*Trademarks*”) that are registered or are the subject of a pending application with the United States Patent and Trademark Office;

**WHEREAS**, Allegiance-Pursuant Holdings, LLC, a Delaware limited liability company (“*Allegiance Parent*”), is the sole member of Assignee;

**WHEREAS**, pursuant to that certain Asset Contribution Agreement, dated as of the date hereof (the “*Contribution Agreement*”), by and between the Assignor, and Allegiance Parent, the Assignor has agreed to convey and transfer certain Intellectual Property Rights, including, without limitation, the Trademarks, to the Assignee; and

**WHEREAS**, the Assignee desires to acquire all right, title and interest in, to and under the Trademarks and the goodwill associated therewith.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. All capitalized words and terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed to them in the Contribution Agreement.

2. The Assignor hereby transfers, assigns, and conveys to the Assignee, its successors and assigns, all right, title and interest throughout the world in and to the Trademarks and the registrations and applications for registration, together with the goodwill of the Business connected with and symbolized by the Trademarks and all rights and powers arising or accrued therefrom. The Assignor further assigns and transfers to the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the Assignee’s own use and enjoyment, and for the use and enjoyment of its successors and assigns.

3. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by the Assignee. Following the date hereof, upon the Assignee’s reasonable request, and at the Assignee’s sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments,

powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to the Assignee, or any assignee or successor thereto.

4. This Trademark Assignment is subject to all the terms and conditions of the Contribution Agreement and is intended only to assist with consummation of the transactions contemplated thereby with respect to the Trademarks. No provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Contribution Agreement, and this Trademark Assignment shall not create any additional obligation or liability for the Assignor or the Assignee beyond those already specified in or contemplated by the Contribution Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall control.

5. This Trademark Assignment may be executed in multiple counterparts, each of which may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes and shall be deemed an original and all of which shall be deemed, collectively, as one agreement.

6. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.

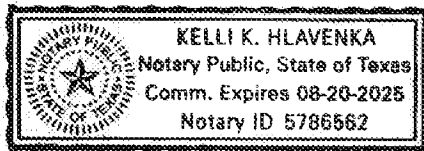
ASSIGNOR:

THE PURSUANT GROUP, INC.

By: Michael T. Ricker  
Name: Michael T. Ricker  
Title: Chief Executive Officer

State of Texas )  
County of Dallas )

Then personally appeared Michael T. Ricker, the CEO of the above-named Assignor and acknowledged the foregoing act to be his free act and deed, before me, this 5<sup>th</sup> of April, 2023.

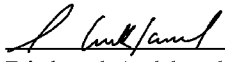


Kelli K. Hlavenka  
Notary Public State of Texas


My commission expires: Aug 20, 2025

ASSIGNEE:

**ALLEGIANCE FUNDRAISING, LLC**

By:   
Name: Richard Aukland  
Title: Chief Executive Officer

SCHEDULE A  
TO  
TRADEMARK ASSIGNMENT

Trademark / Service mark	U.S. Registration No.	U.S. Serial No.	Date of Registration
		97/255,612	
PURSUANT	3,516,036	77/423,437	October 14, 2008
SMARTDATA	4,577,272	85/968,039	July 29, 2014
ADVIZOR	3,864,628	85/030,142	October 19, 2010
GIVING GENOME	6,349,441	88/813,235	May 11, 2021
GIVINGDNA	6,349,442	88/813,284	May 11, 2021