

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pushpay USA Inc		05/19/2023	Corporation: DELAWARE
Church Community Builder, LLC		05/19/2023	Limited Liability Company: DELAWARE
Resi Media LLC		05/19/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CRESCENT AGENCY SERVICES LLC, as administrative agent		
Street Address:	11100 SANTA MONICA BOULEVARD, SUITE 2000		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4095775	CHURCH COMMUNITY BUILDER	
Registration Number:	5699363	THE ENGAGEMENT PATH	
Registration Number:	6140959	LEAD.	
Registration Number:	3096435	PUSH TO PAY	
Registration Number:	4499045	MYCHURCH	
Registration Number:	4921353	P	
Registration Number:	4953885	P	
Registration Number:	5197078	ECHURCH	
Registration Number:	5259488	ZZ	
Registration Number:	5353272	FAST, SIMPLE AND SECURE	
Registration Number:	5396775	ECHURCH	
Registration Number:	5538065	PUSHPAY	
Registration Number:	5628107	P	
Registration Number:	5781996	PUSHPAY	
Registration Number:	5944753	MY CHURCH	
Registration Number:	6486675	ASSURED	

CH \$490.00 4095775

Property Type	Number	Word Mark
Registration Number:	6512463	PUSHPAY
Registration Number:	6925566	CHURCHSTAQ
Registration Number:	6747830	RESI

CORRESPONDENCE DATA

Fax Number: 2125305219
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: 212-530-5878
Email: dcip@milbank.com, jgarces@milbank.com
Correspondent Name: John Garces, Esq.
Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	30702.00026
NAME OF SUBMITTER:	John Garces, Esq.
SIGNATURE:	/John Garces/
DATE SIGNED:	05/19/2023

Total Attachments: 6

- source=20. Project Pegasus (ID) - Trademark Security Agreement [Executed]#page1.tif
- source=20. Project Pegasus (ID) - Trademark Security Agreement [Executed]#page2.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 19, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as a GRANTOR on the signature pages hereto (each, a “**Grantor**”) in favor of CRESCENT AGENCY SERVICES LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain U.S. Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all renewals and extensions thereof,
- (iii) all goodwill of the business connected with the use thereof and symbolized thereby,
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof,
- (v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof, and

(vi) all rights corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal Law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted hereunder shall be automatically released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

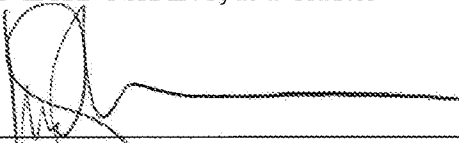
This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by electronic transmission (i.e., a “pdf” or “tif”) of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this

Trademark Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any other similar state laws based on the Uniform Electronic Transactions Act or the Contract and Commercial Law Act 2017 (NZ).


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

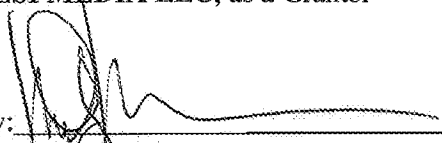
PUSHPAY USA INC, as a Grantor

By: 
Name: Molly Matthews
Title: Chief Executive Officer, President

CHURCH COMMUNITY BUILDER, LLC, as
a Grantor

By: 
Name: Molly Matthews
Title: Chief Executive Officer, President

RESI MEDIA LLC, as a Grantor

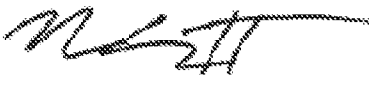
By: 
Name: Molly Matthews
Title: Chief Executive Officer, President

ACCEPTED AND ACKNOWLEDGED BY:

CRESCENT AGENCY SERVICES, LLC,
as Administrative Agent

By: Crescent Capital Group LP, its Managing
Member

By: 
Name: Kimberly Grant
Title: Managing Director

By: 
Name: Matthew Corbett
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date	Grantor
CHURCH COMMUNITY BUILDER	4095775	2/7/2012	Church Community Builder, LLC
THE ENGAGEMENT PATH	5699363	3/12/2019	Church Community Builder, LLC
LEAD.	6140959	9/1/2020	Church Community Builder, LLC
PUSH TO PAY	3096435	5/23/2006	Pushpay USA Inc
MYCHURCH	4499045	3/18/2014	Pushpay USA Inc
P	4921353	3/22/2016	Pushpay USA Inc
P	4953885	5/10/2016	Pushpay USA Inc
ECHURCH	5197078	5/2/2017	Pushpay USA Inc
ZZ	5259488	8/8/2017	Pushpay USA Inc
FAST, SIMPLE AND SECURE	5353272	12/12/2017	Pushpay USA Inc
ECHURCH	5396775	2/6/2018	Pushpay USA Inc
PUSHPAY	5538065	8/14/2018	Pushpay USA Inc
P	5628107	12/11/2018	Pushpay USA Inc
PUSHPAY	5781996	6/18/2019	Pushpay USA Inc
MY CHURCH	5944753	12/24/2019	Pushpay USA Inc
ASSURED	6486675	9/14/2021	Pushpay USA Inc
PUSHPAY	6512463	10/5/2021	Pushpay USA Inc
CHURCHSTAQ	6925566	12/13/2022	Pushpay USA Inc
RESI	6747830	5/31/2022	Resi Media LLC