

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOUNDATION SOURCE PHILANTHROPIC SERVICES INC.		09/06/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC, as Collateral Agent		
Street Address:	225 West Washington St, 9th floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3943465	FOUNDATION SOURCE ONLINE	
Registration Number:	6337851	MAKING MORE FOUNDATIONS GREAT FOUNDATION	
Registration Number:	5631211	FOUNDATION SOURCE REQUESTS	
Registration Number:	5631212	FOUNDATION SOURCE RESULTS	
Registration Number:	4174485	GRANTSAFE	
Registration Number:	3545818	FOUNDATION SOURCE	
Registration Number:	6012470	THE TRUSTED PARTNER BEHIND AMERICA'S FOU	
Registration Number:	6259243	FOUNDATION SOURCE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$215.00 3943465

NAME OF SUBMITTER:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	09/06/2023
Total Attachments: 6 source=06. Fulcrum - Trademark Security Agreement [COVER SHEET]#page1.tif source=06. Fulcrum - Trademark Security Agreement [COVER SHEET]#page2.tif source=06. Fulcrum - Trademark Security Agreement [COVER SHEET]#page3.tif source=06. Fulcrum - Trademark Security Agreement [COVER SHEET]#page4.tif source=06. Fulcrum - Trademark Security Agreement [COVER SHEET]#page5.tif source=06. Fulcrum - Trademark Security Agreement [COVER SHEET]#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

FOUNDATION SOURCE PHILANTHROP

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware, USA
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 6, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Audax Private Debt LLC, as Collateral Agent

Street Address: 225 West Washington St, 9th floor

City: Chicago

State: IL

Country: USA Zip: 60606

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule 1

B. Trademark Registration No.(s)
See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Sophie Bolt

Signature

September 6, 2023

Date

Sophie Bolt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 008189 FRAME: 0336

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 6, 2023 (this “Agreement”), among FOUNDATION SOURCE PHILANTHROPIC SERVICES INC., a Delaware corporation (the “Grantor”) and AUDAX PRIVATE DEBT LLC, a Delaware limited liability company, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of September 6, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among GTCR F INTERMEDIATE LLC, a Delaware limited liability company (“Holdings”), GTCR F BUYER CORP., a Delaware corporation (“Borrower”), the Lenders party thereto, the Issuing Banks party thereto and AUDAX PRIVATE DEBT LLC, in its capacity as Administrative Agent for the Lenders and Collateral Agent for the Secured Parties and (b) the Collateral Agreement dated as of September 6, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the “Grantors” (as defined therein) 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 or the Credit Agreement, as applicable. 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 permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in:

(i) all of such Grantor’s right, title and interest in, to and under its United States registered Trademarks and the applications for registrations thereof listed on Schedule I attached hereto,

(ii) the goodwill of the business associated with or symbolized by the foregoing,

(iii) all Proceeds of the foregoing and

(iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilution or other violations of any of the foregoing (collectively, the “Trademark Collateral”).

This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any Excluded Asset, including any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, prior to the filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, but only 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 such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall promptly execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

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.

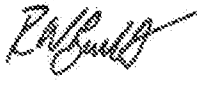
[Remainder of Page Intentionally Left Blank]

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

FOUNDATION SOURCE PHILANTHROPIC SERVICES INC., as Grantor

By:  DocuSigned by:
Name: Joseph Mrak
Title: Chief Executive Officer

AUDAX PRIVATE DEBT LLC, as Collateral Agent

By: 

Name: Ryan Benedict

Title: Authorized Signatory

Schedule I

U.S. Trademark Registrations and Applications

Trademark	App. No./ App. Date	Reg. No./ Reg. Date	Record Owner
FOUNDATION SOURCE ONLINE	85075200 6/30/2010	3943465 4/12/2011	Foundation Source Philanthropic Service, Inc.
MAKING MORE FOUNDATIONS GREAT FOUNDATIONS	88723281 12/11/2019	6337851 5/4/2021	Foundation Source Philanthropic Service, Inc.
FOUNDATION SOURCE REQUESTS	87821811 3/6/2018	5631211 12/18/2018	Foundation Source Philanthropic Service, Inc.
FOUNDATION SOURCE RESULTS	87821816 3/6/2018	5631212 12/18/2018	Foundation Source Philanthropic Service, Inc.
GRANTS SAFE	85438987 10/4/2011	4174485 7/17/2012	Foundation Source Philanthropic Service, Inc.
FOUNDATION SOURCE	77183492 5/17/2007	3545818 12/16/2008	Foundation Source Philanthropic Service, Inc.
THE TRUSTED PARTNER BEHIND AMERICA'S FOUNDATIONS	88547176 7/29/2019	6012470 3/17/2020	Foundation Source Philanthropic Service, Inc.
Foundation / Source	88723278 12/11/2019	6259243 2/2/2021	Foundation Source Philanthropic Service, Inc.