

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CROWDRISE, INC.		02/23/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4015920		
Registration Number:	4015725	IF YOU DON'T GIVE BACK NO ONE WILL LIKE	
Registration Number:	3836192	CROWDRISE	
Registration Number:	3836191	CROWDRISE	
Serial Number:	86960893	DECENT HUMAN	
Serial Number:	86960891	DECENT HUMANS	
Serial Number:	86960886	GIVING LAYER	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F168603 CSM		
NAME OF SUBMITTER:	JUSTIN HUNTE		
SIGNATURE:	/JUSTIN HUNTE/		

OP \$190.00 4015920

DATE SIGNED:	02/23/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of February 23, 2017 (this "Agreement"), by and between Crowdrise, Inc., (the "Grantor") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Amended and Restated Credit Agreement dated as of November 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GoFundMe Group, Inc., a Delaware corporation ("Holdings"), GoFundMe Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of July 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Borrower, derives substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to continue to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, and subject to Section 4.01(d) of the Collateral Agreement, the Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks (other than any intent to use trademark applications until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the U.S. Patent and Trademark Office), service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the

United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

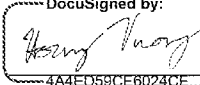
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Termination. Upon payment in full of the Loan Document Obligations (pursuant to and in accordance with Section 7.12 of the Collateral Agreement), the Administrative Agent's security interests in the Trademark Collateral shall automatically terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral acquired under this Agreement.

[Signature Pages Follow]

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

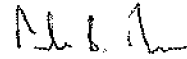
CROWDRISE, INC.,
a Delaware corporation

DocuSigned by:

By: _____
Name: Hoang Vuong
Title: Treasurer

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by



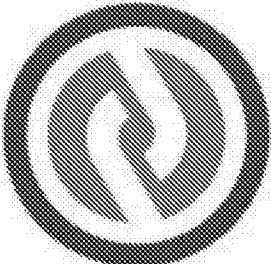
Name: Peter B. Thauer
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Trademarks/Trade Names Owned by GoFundMe Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Expiration Date</u>
DESIGN (Circle CR) 	4,015,920	8/23/2017
IF YOU DON'T GIVE BACK NO ONE WILL LIKE YOU	4,015,725	8/23/2017
CROWDRISE	3,836,192	8/17/2020
CROWDRISE	3,836,191	8/19/2020

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
DECENT HUMAN	86/960,893	4/1/2016
DECENT HUMANS	86/960,891	4/1/2016
GIVING LAYER	86/960,886	4/1/2016

State Trademark Registrations

None.