

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONECAUSE, INC.		06/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sterling National Bank		
Street Address:	One Jericho Plaza, 3rd Floor		
City:	Jericho		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4668882		
Registration Number:	4812911	TECHNOLOGY FOR GOOD	
Registration Number:	4812912	TEXT2GIVE	
Registration Number:	5289626	BIDPAL CONNECT	
Registration Number:	4229641	GIVING CENTER	
Registration Number:	5432238	EMPOWERING GREAT MISSIONS	
Registration Number:	5431965	ONECAUSE	
Registration Number:	5432237	POWERFUL FUNDRAISING SOLUTIONS	
Registration Number:	4514272	MYBIDPAL	
Registration Number:	4514670	SMARTPAY	
Registration Number:	4529041	ITEM PICKUP ASSISTANT	
Registration Number:	4528935	REVOLUTIONIZING CHARITABLE FUNDRAISING	
Registration Number:	6332076	RAISE	
Registration Number:	3419104	BIDPAL	
Registration Number:	4063040	SCOREBOARD	
Serial Number:	87860806	GIVEPAL	
Registration Number:	4912104	GREAT FEATS	
CORRESPONDENCE DATA			

CH \$440.00 4668882

Fax Number: 3129800728

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: 312-269-8000

Email: marden@nge.com

Correspondent Name: Andrew S. Fraker

Address Line 1: Two North LaSalle Street, Suite 1700

Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	031453.0016
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NAME OF SUBMITTER:	Andrew S. Fraker
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SIGNATURE:	/Andrew S. Fraker/
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DATE SIGNED:	07/23/2021
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this “Agreement”), dated as of June 29, 2021, is by and between STERLING NATIONAL BANK, a national banking association (together with its successors and assigns, the “Secured Party”) and ONECAUSE, INC., a Delaware corporation, as grantor (the “Grantor”).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Loan Agreement”), by and among Grantor, as borrower (the “Borrower”), the other loan parties a party thereto from time to time, and the Secured Party, as lender, among other things, the Secured Party has agreed to make certain loans to the Borrower. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement

WHEREAS, the Secured Party is willing to extend and to continue to extend financial accommodations to the Borrower, but only upon the condition, among others, that the Grantor shall grant to the Secured Party a security interest in certain Copyrights, Patents and Trademarks owned by Grantor to secure the obligations of Grantor under the Loan Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Secured Party a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and the other Loan Documents now existing or hereafter arising, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the Obligations, the Grantor grants and pledges to the Secured Party a security interest in all of the Grantor’s right, title and interest in, to and under those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, respectively, including without limitation, all proceeds and products thereof (such as, by way of example but not by way of limitation, license fees and royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, all goodwill of the business of the Grantor associated with the Trademarks, all rights corresponding thereto throughout the world and, with respect to the Patents, all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party under the Loan Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan

Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

3. The Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property for which the Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or the patent, trademark or copyright offices of any other jurisdiction, except for such intellectual property rights that have been abandoned prior to the Closing Date and any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act, with the United States Patent and Trademark Office.

4. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Secured Party.

5. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK.

6. The following are the addresses for any notices with respect to this Agreement:

Address of Grantor:

OneCause, Inc.
200 S. Rangeline Road, Suite 209
Carmel, IN 46032
Attention: Chief Financial Officer
Telephone: 317-469-0710
Email: mward@onecause.com

Address of Secured Party:

Sterling National Bank
One Jericho Plaza
3rd Floor
Jericho, NY 11753
Attention: Group Head, Innovation Finance;

with a copy to:

Sterling National Bank
21 Scarsdale Road
Yonkers, NY 10707
Attention: General Counsel

and

Sterling National Bank
4117 N. Hermitage
Chicago, IL 60613
Attention: John B. Hoesley

[Remainder of this page intentionally left blank.]

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

GRANTOR:

ONECAUSE, INC.



By: _____
Name: Mark P. Ward
Title: Chief Financial Officer

SECURED PARTY:

STERLING NATIONAL BANK

By: _____
Name: John B. Hoesley
Title: Senior Managing Director

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

GRANTOR:

ONECAUSE, INC.

By: _____

Name: Mark P. Ward

Title: Chief Financial Officer

SECURED PARTY:

STERLING NATIONAL BANK

By: _____

Name: John B. Hoesley

Title: Senior Managing Director

EXHIBIT A
COPYRIGHTS

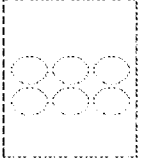
None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

Trademark	Jurisdiction	Filing Date	Filing No.	Reg. Date	Reg. No.	Owner
GIVEPAL	US	04-03-2018	87860806			Onecause, Inc.
Design Only 	US	11-01-2013	86107967	01-06-2015	4668882	Onecause, Inc.
TECHNOLOGY FOR GOOD	US	03-17-2015	86566146	09-15-2015	4812911	Onecause, Inc.
TEXT2GIVE	US	03-17-2015	86566200	09-15-2015	4812912	Onecause, Inc.
BIDPAL CONNECT	US	01-23-2017	87310491	09-19-2017	5289626	Onecause, Inc.
GIVING CENTER	US	03-13-2012	85568050	10-23-2012	4229641	Onecause, Inc.
EMPOWERING GREAT MISSIONS	US	08-18-2017	87574312	03-27-2018	5432238	Onecause, Inc.
ONECAUSE	US	08-11-2017	87564862	03-27-2018	5431965	Onecause, Inc.
POWERFUL FUNDRAISING SOLUTIONS	US	08-18-2017	87574280	03-27-2018	5432237	Onecause, Inc.
MYBIDPAL	US	09-06-2013	86057463	04-15-2014	4514272	Onecause, Inc.
SMARTPAY	US	09-13-2013	86063677	04-15-2014	4514670	Onecause, Inc.
ITEM PICKUP ASSISTANT	US	09-13-2013	86063798	05-13-2014	4529041	Onecause, Inc.
REVOLUTIONIZING CHARITABLE FUNDRAISING	US	09-09-2013	86058875	05-13-2014	4528935	Onecause, Inc.
RAISE	US	05-15-2020	88918138	04-27-2021	6332076	Onecause, Inc.
BIDPAL	US	10-31-2006	77033622	04-29-2008	3419104	Onecause, Inc.
SCOREBOARD	US	04-22-2011	85302324	11-29-2011	4063040	Onecause, Inc.

Trademark	Jurisdiction	Filing Date	Filing No.	Reg. Date	Reg. No.	Owner
GREAT FEATS	US	12-10-2014	86475973	03-08-2016	4912104	Great Feats, LLC

28685073.4

RECORDED: 07/26/2021

**TRADEMARK
REEL: 007365 FRAME: 0094**