

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM811066

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Givesmart US, Inc.		05/17/2023	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5165509	501 AUCTIONS	
<b>Registration Number:</b>	4886858	GESTURE	
<b>Registration Number:</b>	4886859	MAKE HOPE HAPPEN	
<b>Registration Number:</b>	4389790	AUCTIONS BY CELLULAR	
<b>Registration Number:</b>	4474980	MOBILECAUSE	
<b>Registration Number:</b>	5050875	C MOBILECAUSE	
<b>Registration Number:</b>	4534444	GIVESMART MAXIMIZING FUNDRAISING REVENUE	
<b>Registration Number:</b>	5914472	GIVESMART	
<b>Serial Number:</b>	97543111	AUCTIONS BY CELLULAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>	212-969-3000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Jinhwa Seo		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	11668-567		

CH \$240.00 5165509

<b>NAME OF SUBMITTER:</b>	Jinhwa Seo
<b>SIGNATURE:</b>	/Jinhwa Seo/
<b>DATE SIGNED:</b>	05/17/2023
<b>Total Attachments: 6</b> source=Community Brands - Trademark Security Supplement (Executed)#page1.tif source=Community Brands - Trademark Security Supplement (Executed)#page2.tif source=Community Brands - Trademark Security Supplement (Executed)#page3.tif source=Community Brands - Trademark Security Supplement (Executed)#page4.tif source=Community Brands - Trademark Security Supplement (Executed)#page5.tif source=Community Brands - Trademark Security Supplement (Executed)#page6.tif	

**TRADEMARK SECURITY AGREEMENT**, dated as of May 17, 2023 (this “Agreement”), among Givesmart US, Inc., a Georgia corporation (the “Grantor”) and ARES CAPITAL CORPORATION, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of February 24, 2022 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among INTERMDIATE COMMUNITY BRANDS, LLC, a Delaware limited liability company (“Initial Holdings”), COMMUNITY BRANDS PARENTCO, LLC, a Delaware limited liability company (the “Borrower”), the other GRANTORS from time to time party thereto and ARES CAPITAL CORPORATION, as the administrative agent, and (b) the Collateral Agreement dated as of February 24, 2022 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Borrower, the other grantors 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. 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 successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely 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 any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan

Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

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.

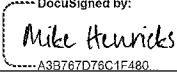
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

**GIVSMART US, INC., as Grantor**

By  \_\_\_\_\_  
Name: Mike Henricks  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008075 FRAME: 0332**


**ARES CAPITAL CORPORATION, as  
Collateral Agent**

By Michael C. Smith  
Name Michael Smith \_\_\_\_\_  
Title: Authorized Signatory \_\_\_\_\_

Schedule I

Registered:

Trademark	Owner	Registration Date	Registration No.
501 Auctions	Givesmart Inc. US,	3/21/2017	5,165,509
Gesture	Givesmart Inc. US,	1/12/2016	4,886,858
Make Hope Happen	Givesmart Inc. US,	1/12/2016	4,886,859
AUCTIONS BY CELLULAR	Givesmart Inc. US,	8/20/2013	4,389,790
MOBILECAUSE	Givesmart Inc. US,	1/28/2014	4,474,980
 MobileCause	Givesmart Inc. US,	9/27/2016	5,050,875
<b>GiveSmart</b> <i>Maximizing Fundraising Revenue</i>	Givesmart Inc. US,	5/20/2014	4,534,444
GIVESMART	Givesmart Inc. US,	11/19/2019	5,914,472

Trademark	Owner	Registration Date	Registration No.
	GIVESMART US, INC. (United States of America)	5/21/2013	UK00911439676

**Applications:**

Trademark	Owner	Application Number	Application Date
AUCTIONS BY CELLULAR	Givesmart US, Inc	97543111	8/10/2022