

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
On Deck Capital, Inc.		03/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RRE Ventures IV, L.P.		
Street Address:	130 E. 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77303981	ON DECK CAPITAL	
Serial Number:	77477868	PROCEED BUSINESS LOAN	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-969-3000		
Email:	Trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	1585 Broadway		
Address Line 2:	Proskauer Rose LLP - Trademark File Room		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	61888-019		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		

CH \$65.00 77303981

Date:

03/02/2010

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2010 (together with all amendments, if any, from time to time hereto, this "Agreement"), between On Deck Capital, Inc., a Delaware corporation (the "Grantor"), and RRE Ventures IV, L.P., a Delaware limited partnership, in its capacity as Collateral Agent (as hereinafter defined) for the Purchasers (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Convertible Promissory Note and Warrant Purchase Agreement (as the same may be amended from time to time, the "Purchase Agreement") dated as of the date hereof by and among the Grantor and each of the purchasers listed on Schedule 1 thereto (together with their respective successors and assigns, collectively, the "Purchasers"), the Purchasers purchased convertible promissory notes (as such notes may be amended, restated, refinanced, supplemented or otherwise modified from time to time, the "Notes") and Warrants (as defined in the Purchase Agreement); and

WHEREAS, in order to induce the Purchasers to purchase the Notes and the Warrants, the Grantor has agreed to grant a continuing first priority perfected Security Interest (as hereinafter defined) in, and Lien (as hereinafter defined) on, the Collateral (as hereinafter defined) to secure all of the Secured Obligations (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Purchase Agreement shall have the meaning specified for such term in the Purchase Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

(d) The term "Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by any Grantor: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar

office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

(e) The term “Trademark Licenses” means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark (as defined below).

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.

3. Incorporation of the Purchase Agreement and Security Agreement. The Purchase Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, the Grantor hereby grants to Collateral Agent a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Grantor’s:

(i) now owned or existing and hereafter acquired or arising Trademarks, including, without limitation, those trademarks listed on Schedule A attached hereto and made a part hereof, and (a) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (b) the right to sue for past, present and future infringements thereof, and (c) all of the Grantor’s rights corresponding thereto throughout the world (all of the foregoing trademarks and applications, together with the items described in clauses (a)-(c) in this paragraph 4(i) are sometimes hereinafter individually and/or collectively referred to as the “Trademark Rights”); and

(ii) rights under or interest in any Trademark Licenses, including, without limitation, those Trademark Licenses listed on Schedule B attached hereto and made a part hereof, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (and together with the Trademark Rights, the “Collateral”).

5. Restrictions on Future Agreements. The Grantor will not, without Collateral Agent’s prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Collateral Agent under this Agreement or the rights associated with those Trademark Rights or Trademark Licenses.

6. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Purchasers in the Collateral

with the United States Patent and Trademark Office and corresponding trademark offices in other countries of world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Purchasers under the Security Agreement dated as of the date hereof by and between the Grantor and the Collateral Agent. The Purchase Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. This Agreement shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Purchase Agreement and Security Agreement.

7. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Purchasers and Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Purchase Agreement and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein

8. Termination of Collateral Agent's Security Interest. This Agreement is made for collateral security purposes only. Upon termination of the Security Agreement in accordance with Section 16 thereof, this Agreement shall terminate and Collateral Agent shall promptly execute and deliver to the Grantor, at the Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Collateral Agent's security interest in the Trademarks and the Trademark Licenses and to revest in the Grantor full title to the Trademarks and Trademark Licenses, subject to any disposition thereof which may have been made by Collateral Agent pursuant to this Agreement or the Security Agreement.

9. Duties of Grantor. The Grantor shall have the duty, to the extent desirable in the normal conduct of the Grantor's business, to: (i) prosecute diligently any trademark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, and (ii) unless such Grantor shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as Collateral Agent shall deem appropriate under the circumstances to protect such Collateral. The Grantor further agrees (i) not to abandon any Trademark or Trademark License, or take any other act which would cause the abandonment of any right afforded by the United States Trademark laws, without the prior written consent of Collateral Agent and (ii) take all actions necessary or requested by Collateral Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. Any expenses incurred in connection with the foregoing shall be borne by the Grantor.

10. Collateral Agent's Exercise of Rights and Remedies Upon an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default (as defined in the Security Agreement), Collateral Agent may exercise any of the rights and remedies provided in this Agreement, the Purchase Agreement or the Security Agreement.

11. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided herein or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney. All of Collateral Agent's rights and remedies with respect to the Trademark Rights and the Trademark Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. From and after the occurrence of an Event of Default and the giving of notice by Collateral Agent to Grantor of Collateral Agent's intention to enforce its rights against the Grantor, the Grantor hereby irrevocably designates, constitutes and appoints Collateral Agent (and all Persons designated by Collateral Agent in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact, and authorizes Collateral Agent and any of Collateral Agent's designees, in the Grantor's or Collateral Agent's name, from and after the occurrence of an Event of Default, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Collateral Agent in the use of the Trademarks or the Trademark Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Trademark Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Trademark Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Trademark Licenses as Collateral Agent deems in its best interest. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until the Security Agreement shall have been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Collateral Agent under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Trademark Licenses may be located or deemed located.

14. Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of Collateral Agent, the Purchasers and their respective successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign of all for the Grantor; provided, however, that the Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without Collateral Agent's prior written consent.

15. Governing Law. THIS AGREEMENT AND THE OTHER FINANCING AGREEMENTS HAVE BEEN EXECUTED, NEGOTIATED, DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT NEW YORK, NEW YORK AND SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF PARTIES HERETO AND THERETO, WHETHER ARISING IN CONTRACT OR TORT AND HOWSOEVER PERTAINING TO THE PARTIES' RELATIONSHIP, SHALL BE DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF NEW YORK.

16. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Security Agreement.

17. Collateral Agent's Duty. Collateral Agent shall not have any duty with respect to the Trademarks or the Trademark Licenses and shall not be responsible for any loss of value, expiration or failure to preserve or protect any right with respect to the Trademarks or the Trademark Licenses except for such losses which are caused by or result from Collateral Agent's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Collateral Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or the Trademark Licenses against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and added to the Secured Obligations.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Consent to Jurisdiction. SUBJECT ONLY TO THE EXCEPTION IN THE NEXT SENTENCE, THE GRANTOR, THE PURCHASERS AND COLLATERAL AGENT HEREBY AGREE TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, NEW YORK, NEW YORK AND WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN AND AGREE THAT ANY DISPUTE CONCERNING THE RELATIONSHIP AMONG THE GRANTOR, PURCHASERS AND/OR COLLATERAL AGENT OR THE CONDUCT OF ANY PARTY IN CONNECTION WITH THIS AGREEMENT, OR ANY OTHER FINANCING AGREEMENT OR OTHERWISE SHALL BE HEARD ONLY IN THE COURTS DESCRIBED ABOVE. NOTWITHSTANDING THE FOREGOING, PURCHASERS AND COLLATERAL AGENT SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURT OF ANY OTHER JURISDICTIONS PURCHASERS OR COLLATERAL AGENT DEEM NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR OTHER SECURITY FOR THE LIABILITIES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 1 day of MARCH, 2010.

ON DECK CAPITAL, INC.

By: [Signature]
Name: MITCHELL L. JACOBS
Title: CHIEF EXECUTIVE OFFICER

ATTEST:
By: [Signature]
Secretary

Name: Noah Breslow

Accepted and agreed to as of the 1 day of MARCH, 2010, by:

RRE VENTURES IV, L.P.
As Collateral Agent
By: [Signature]
Name: ANDREW L. ZALASIN
Title: CEO AND GENERAL PARTNER

STATE OF NY)
COUNTY OF NY) ss.:

The foregoing Trademark Security Agreement was executed and acknowledged before me this 1 day of March, 2010, by Mitchell Jacobs, personally known to me to be the CEO of On Deck Capital, Inc., a Delaware corporation, on behalf of such corporation.

Notary Public

[Signature]

ANNEMARIE MCCANN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MCG162138
Qualified in New York County
Commission Expires March 5, 2011

My commission expires: 3/5/2011

Schedule A
to
Trademark Security Agreement

Trademarks

- 1) Application for Trademark / Service Mark, Serial Number 77303981, On Deck Capital Logo
- 2) Published Trademark / Service Mark, Serial Number 77477868, Proceed Business Loan Logo

Schedule B
to
Trademark Security Agreement

Trademark Licenses

None.