

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prosper Marketplace, Inc.		02/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Prosper Funding LLC		
Street Address:	111 Sutter Street, 22nd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3253372		
Registration Number:	3260540		
Registration Number:	3274817	PROSPER	
Registration Number:	3253371	PROSPER	
Registration Number:	3277812	PROSPER	
Registration Number:	3374113	PROSPER	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179518000		
Email:	jennifer.kagan@bingham.com		
Correspondent Name:	Jennifer Kagan		
Address Line 1:	One Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		

OP \$165.00 3253372

ATTORNEY DOCKET NUMBER:	0000360539
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	02/01/2013
Total Attachments: 4 source=ASSIGNMENT OF TRADEMARKS_001#page1.tif source=ASSIGNMENT OF TRADEMARKS_001#page2.tif source=ASSIGNMENT OF TRADEMARKS_001#page3.tif source=ASSIGNMENT OF TRADEMARKS_001#page4.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS, Prosper Marketplace, Inc., a Delaware corporation, located and doing business at 111 Sutter Street, 22nd Floor, San Francisco, California 94104, hereinafter "Assignor", is the owner of the trademarks and service marks listed in Exhibit A attached hereto and incorporated by reference herein (the "Trademarks"), and the United States registrations and applications therefor; and

WHEREAS, Prosper Funding LLC, a Delaware limited liability company, located and doing business at 111 Sutter Street, 22nd Floor, San Francisco, California 94104, hereinafter "Assignee", is desirous of acquiring all of the rights, title and interest of Assignor in, to and under the Trademarks, together with all related goodwill of the Assignor's business associated with the Trademarks;

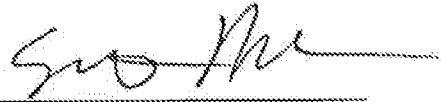
NOW THEREFORE, in consideration of good and valuable consideration from Assignee to Assignor, the sufficiency and receipt of which are hereby acknowledged by Assignor, Assignor confirms the transfer and hereby transfers and assigns to Assignee, the entire right, title and interest in, to and under the Trademarks, together with the all related goodwill of the Assignor's business associated with the Trademarks, and all trademark registrations and applications therefor; and

Assignor does hereby also sell, assign, transfer and set over unto Assignee, its successor, assigns and legal representatives, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect the same for its own use and enjoyment and the use and enjoyment of its successors, assigns and legal representatives; and

Assignor hereby assigns all right, title and interest in, to and under the marks listed in Exhibit A in all jurisdictions and further agrees to execute such additional documents as may be required in all jurisdictions to effectuate such assignment, including the assignment of applications and registrations for the Trademarks and to record the same.

IN WITNESS WHEREOF, the parties have executed this instrument on this 1st day of
February, 2013.

PROSPER MARKETPLACE, INC., Assignor

By: 
Name: Sachin Adarkar
Title: General Counsel + Secretary

PROSPER FUNDING LLC, Assignee


By: 
Name: Sachin Adarkar
Title: Secretary

Exhibit A

1. Schedule of Trademarks

- Serial No. 78860716, Reg. No. 3253372
- Serial No. 78860711, Reg. No. 3260540
- Serial No. 78860707, Reg. No. 3274817
- Serial No. 78860700, Reg. No. 3253371
- Serial No. 78806701, Reg. No. 3277812
- Serial No. 78806695, Reg. No. 3374113

2. Schedule of Goodwill and Other Assets

- All manifestations of the licensed and unlicensed trademarks appearing on websites having or using the domain names indicated below, and each page thereof, whether or not they are currently in use