

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.		08/07/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street, Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4236648	ON DECK	
Registration Number:	3621922	PROCEED BUSINESS LOAN	
Registration Number:	3491676	ON DECK CAPITAL	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Lee Conner		
Signature:	/leeconner-sra/		

CH \$90.00 4236648

Date:

08/09/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of August 7, 2013 by and between SQUARE 1 BANK ("*Bank*") and ON DECK CAPITAL, INC., a Delaware corporation (jointly and severally, "*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the payment and performance of all Obligations when due, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral"). Notwithstanding the foregoing, Excluded Property shall not constitute Intellectual Property Collateral hereunder for any purpose (although any and all proceeds of any transfer or sale of Excluded Property shall constitute Intellectual Property Collateral (to the extent that such proceeds do not themselves constitute Excluded Property).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Bank, of any or all other rights, powers or remedies.


Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

ON DECK CAPITAL, INC.

By 
Name _____
Title Howard Katzenberg
Chief Financial Officer

Address of Grantor:

1400 Broadway, 25th Floor
New York, New York 10018

Bank:

SQUARE 1 BANK

By _____
Name _____
Title _____

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

ON DECK CAPITAL, INC.

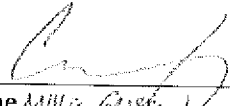
By _____
Name _____
Title _____

Address of Grantor:

1400 Broadway, 25th Floor
New York, New York 10018

Bank:

SQUARE 1 BANK

By  _____
Name Milla Griffin
Title VP

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
On Deck Capital Business Loan & Security Agreement	TXu001828966	September 14, 2012
On Deck Capital Split Funding Business Loan & Security Agreement	TXu001829314	September 14, 2012

EXHIBIT B**PATENTS**

Description	Registration OR Serial Number	Registration OR Filing Date
U.S. Provisional Patent Application Filed: "Systems and methods for merchant obligations in retail payment systems"	D070621P01 Application Number 60/954,185	Filing Date: 8/6/2007
U.S. Non-provisional Patent Application Filed: "System and method for repaying an obligation"	D080728U01 App. No. 12/187,095, Publication No. US 2009/0043697 A1	Publication Date 02/12/2009
International Patent Application Filed: "System and method for repaying an obligation"	D080728PCT International Application Number PCT/US2008/072345, International Publication Number WO 2009/021045	International Publication Date 2/12/2009
U.S. Provisional Patent Application Filed: "Real-Time Automated Online Loan Transaction System"	400310-00200 Application Number 61/651,679	Filing Date: 5/25/2012
U.S. Provisional Patent Application Filed: "Process for Verifying Data Identity for Lending Decisions"	400310-00300 Application Number 61/726,241	Filing Date: 11/14/2012
U.S. Provisional Patent Application Filed: "Process for Utilizing Web Data in Making Lending Decisions"	400310-00400 Application Number 61770799	Filing Date: 2/28/2013

EXHIBIT C
TRADEMARKS

Description	Serial Number / Registration Number	Filing Date
On Deck Capital Logo	85540195	02/10/2012
	4236648	11/06/2012
Proceed Business Loan Logo	77477868	5/19/2008
	3621922	5/19/2009
On Deck & Design Logo	77303981	10/15/2007
	3491676	08/26/08