

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elevate Credit Service, LLC		05/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
Elastic Financial, LLC		05/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
Presta Holdings, LLC		05/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Victory Park Management, LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 3900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4472480	RISE	
Registration Number:	2821354	PAYDAY ONE	
Registration Number:	2674459	PAYDAY ONE	
Registration Number:	4132492	BANKING FOR THE REST OF US	
Registration Number:	3716768	ELASTIC	
Registration Number:	4187651	PRESTA	
Registration Number:	4188040	PRESTA	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		

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TRADEMARK

ATTORNEY DOCKET NUMBER:	341307-23
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	05/02/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of May 1, 2014, by each of the entities listed on the signature pages hereof (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of VICTORY PARK MANAGEMENT, LLC, as collateral agent (the “**Collateral Agent**”) for the secured parties referred to below.

WHEREAS:

A. Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), entered into by and among the Grantors, the other “Guarantors” party thereto, Collateral Agent and the other parties party thereto which secures certain now existing and future arising obligations owing to the Secured Parties (as defined in the Security Agreement) under the Transaction Documents as provided in the Security Agreement;

B. Pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Collateral Agent this Agreement;

C. Pursuant to the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. all of its United States and foreign trademark and trademark application, including, without limitation, all of its United States federally registered trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. all of its trademark licenses, including, without limitation, all of its trademark licenses listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

3. all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any of its trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under

any of its trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”).

This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for itself and on behalf of the other Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.


This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within the City of Wilmington, Delaware, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.


ELEVATE CREDIT SERVICE, LLC, a Delaware limited liability company

By: Elevate Credit, Inc., as its Sole Member

By: 
Name: Kenneth E. Rees
Title: President


ELASTIC FINANCIAL, LLC, a Delaware limited liability company

By: Elevate Credit, Inc., as its Sole Member

By: 
Name: Kenneth E. Rees
Title: President

PRESTA HOLDINGS, LLC, a Delaware limited liability company

By: Elevate Credit, Inc., as its Sole Member

By: 
Name: Kenneth E. Rees
Title: President

Acknowledged:

VICTORY PARK MANAGEMENT, LLC,
as Collateral Agent

A handwritten signature in black ink, appearing to be "S. Zernick", written over a horizontal line.

By:

Name: Scott R. Zernick

Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Collateral

Trademark Registrations

Trademark	Registration #	Owner
RISE	4,472,480	Elevate Credit Service, LLC
PAYDAY ONE	2,821,354	Elevate Credit Service, LLC
PAYDAY ONE (Stylized)	2,674,459	Elevate Credit Service, LLC
BANKING FOR THE REST OF US	4,132,492	Elevate Credit Service, LLC
ELASTIC	3,716,768	Elastic Financial, LLC
PRESTA	4187651	Presta Holdings, LLC
PRESTA AND STAR DESIGN	4188040	Presta Holdings, LLC