

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310312

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Venture Lending & Leasing, Inc.		03/23/2013	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kabbage, Inc.		
<b>Street Address:</b>	730 Peachtree Street		
<b>Internal Address:</b>	Suite 350		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3905311	KABBAGE	
<b>Serial Number:</b>	85391313	SOCIALCLIMBING	
<b>Serial Number:</b>	85426038	SOCIAL KLIMBING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122367516		
<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>	312 386-4000		
<b>Email:</b>	ch.tm@dlapiper.com, jennifer.lacroix@dlapiper.com, michelle.foy@dlapiper.com		
<b>Correspondent Name:</b>	Jennifer E. Lacroix, DLA Piper LLP (US)		
<b>Address Line 1:</b>	P.O. Box 64807		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>ATTORNEY DOCKET NUMBER:</b>	375356-000002		
<b>NAME OF SUBMITTER:</b>	Jennifer Lacroix		
<b>SIGNATURE:</b>	/Jennifer Lacroix/		
<b>DATE SIGNED:</b>	07/10/2014		
<b>Total Attachments: 4</b>			

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**VENTURE LENDING & LEASING VI, INC.**

104 La Mesa Drive, Suite 102

Portola Valley, CA 94028

March 23, 2013

Kabbage, Inc.  
730 Peachtree Street, Ste. 350  
Atlanta, GA 30308

Ladies and Gentlemen:

We understand that Kabbage, Inc. a Delaware corporation ("**Borrower**"), intends to repay in full all outstanding Obligations under that certain Loan and Security Agreement dated as of November 23, 2011, between Borrower and Venture Lending & Leasing VI, Inc., a Maryland corporation ("**Lender**"), as supplemented by the Supplement to the Loan and Security Agreement dated as of November 23, 2011 (as so supplemented, the "**Loan Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined).

In connection therewith, Lender and Borrower hereby acknowledge and agree that, effective immediately upon Lender's receipt of (i) the amounts set forth in Schedule A annexed hereto (the "**Pay-Off Amount**") in the account set forth in Schedule A and no later than the time and date set forth on such Schedule (the "**Pay-Off Time**") (Lender's receipt of the Pay-Off Amount by the Pay-Off Time being referred to herein as the "**Pay-Off**");

- (1) all of Borrower's outstanding debts, liabilities and obligations to Lender under the Loan Documents (other than the warrant(s)) shall be satisfied in full and all Persons obligated therefor, whether by guaranty or otherwise, shall hereby be released from all liability therefor and Borrower shall hereby be released and discharged from any and all obligations, covenants and agreements under the Loan Documents without further action from any Person; provided that Borrower shall continue to be obligated to Lender with respect to any indemnification obligations owed to Lender under the Loan Documents, which shall survive the termination thereof;
- (2) the Commitment to make Loans under the Loan Agreement, to the extent not previously expired, shall hereby be terminated and be of no further force or effect, Lender shall hereby be released from any and all obligations, covenants and agreements under the Loan Documents, and Lender shall not have any further obligation to make any Loans under the Loan Agreement;
- (3) all Liens of any kind, nature, or description, whenever and however arising, which Lender may have on any of the assets and property, real or personal, tangible or intangible, of Borrower; and any of its Subsidiaries granted

**TRADEMARK**

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in favor of Lender, including Liens created by, arising under, or granted to Lender pursuant to the Loan Documents, shall hereby terminate and be satisfied and released;

(4) all Collateral pledged under the Loan Documents (including stock certificates, related stock powers, promissory notes, instruments and chattel paper) that remains in the possession of Lender shall be returned to Borrower; and

(5) Borrower shall hereby be authorized to file such necessary and appropriate UCC termination statements and such other releases, discharges and instruments necessary or appropriate to effect such release, and to record release of liens in patents, trademarks and copyrights for filing in the applicable filing and recording offices.

Effective on and after the Pay-Off, (a) if we are in or come into possession of any property of Borrower or any of its Subsidiaries or of any proceeds thereof on account of the Obligations, then we shall, in the form received, promptly deliver such property and proceeds to Borrower or as Borrower shall direct in writing; provided that we shall be permitted to deduct any reasonable out-of-pocket expenses in connection therewith, and (b) we shall execute and deliver to you, at your expense, such additional necessary and appropriate UCC termination statements and other release documents, discharges or instruments as you may prepare and reasonably request to effect a complete release of all Collateral.

This letter may not be amended, modified or waived except in a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought. This letter sets forth the entire agreement among the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto.

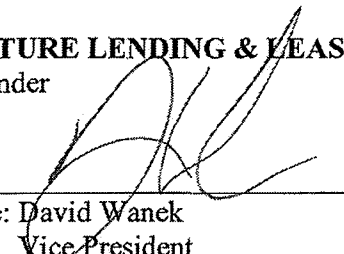
This letter shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California, without regard to conflict of laws principles. This letter may be executed in any number of counterparts and the signature pages from such counterparts may be attached to a single copy hereof and such assembled copy shall be considered an original.

[Remainder of page intentionally left blank.]

By its execution hereof below, Borrower has indicated its consent to all of the foregoing.

Very truly yours,

**VENTURE LENDING & LEASING VI, INC.,**  
as Lender

By:   
Name: David Wanek  
Title: Vice President

**SCHEDULE A**

Pay-Off Amount, Pay-Off Time

Wells Fargo Bank  
Waco, TX 76702  
ABA # 1210-00248  
Credit To: Trust Wire Clearing  
A/C 0000840245  
For Further Credit to: Venture Lending & Leasing VI, Inc  
Beneficiary ID: 25009201  
Attn: Lynn McLean

Loan Amount: \$2,598,275.00  
Legal Fees: \$0.00

**Funds in the amount of \$2,598,275.00**

*Must be received no later than 3 p.m. (California time)*

**On or before March 31, 2013**