

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ON DECK CAPITAL, INC.		01/13/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4547259	WE ACTUALLY WANT TO LEND TO SMALL BUSINE	
Registration Number:	4547258	ONDECK	
Registration Number:	4547253	ONDECK	
Serial Number:	86111465	ONDECK SCORE	
Serial Number:	86221659	BUSINESS LOANS WITHOUT THE HURDLES	
Serial Number:	86146799	ONDECK MARKETPLACE	
Serial Number:	86111516	ONDECK ADVANTAGE	
Serial Number:	86111512	ONDECK INSTANTDECISION	
Serial Number:	86111508	ONDECK CONNECT	
Serial Number:	86111502	ONDECK AUTORENEW	
Serial Number:	86090849	MONEY AT THE SPEED OF BUSINESS	
Serial Number:	86373388	24/7 BUSINESS FUNDS	
Serial Number:	86373342	BUSINESS FUNDS 24/7	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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>			
Phone:	919-314-3086		

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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-tkf/

DATE SIGNED: 01/14/2015

Total Attachments: 5

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**SUPPLEMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Supplement to Intellectual Property Security Agreement is entered into as of January 13, 2015 by and between **SQUARE 1 BANK** ("Bank") and **ON DECK CAPITAL, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Bank and Grantor previously entered into an Intellectual Property Security Agreement (the "IP Security Agreement"), dated as of August 7, 2013. (Capitalized terms that are used but not defined herein shall have the meanings provided for in the IP Security Agreement.)

B. Bank and Grantor now desire to amend and supplement the IP Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby represent, warrant, covenant and agree as follows:

AGREEMENT


The IP Security Agreement is hereby amended and supplemented by adding the Intellectual Property listed on Exhibit A hereto to Exhibit A of the IP Security Agreement, the Intellectual Property listed on Exhibit B hereto to Exhibit B of the IP Security Agreement, the Intellectual Property listed on Exhibit C hereto to Exhibit C of the IP Security Agreement. References to Exhibits contained in the IP Security Agreement shall be deemed to refer to such Exhibits as supplemented by the Exhibits attached hereto. Without limitation on the generality of the foregoing, (1) Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the intellectual property described on the Exhibits hereto (including without limitation the patents, trademarks, and copyrights, if any, described thereon, and including without limitation (a) any and all claims for damages by way of past, present and future infringements of any of the intellectual property rights, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights, (b) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights, (c) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents, and (d) all proceeds and products of the intellectual property, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the intellectual property), and (2) Grantor represents and warrants to Bank that, other than as set forth on the Exhibits to the IP Security Agreement (as amended and supplemented by the Exhibits hereto), it has no trademarks or patents registered with the United States Patent and Trademark Office, or copyrights registered with the United States Copyright Office, or any pending applications therefor.

This Agreement is part of the IP Security Agreement and the provisions thereof are incorporated herein. The parties are authorized to attach to the IP Security Agreement a copy of the Exhibits hereto. This Agreement may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, for all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Supplement to 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: Howard Katzenberg
Title: Chief Financial Officer

BANK:

SQUARE 1 BANK


By: 
Name: A. KIER HEAGEN
Title: SENIOR VICE PRESIDENT

EXHIBIT A

COPYRIGHTS

DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
On Deck Capital Business Loan & Security Agreement	TXu001859238	03/22/13

EXHIBIT B

PATENTS

DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
Process for Utilizing Web Data In Making Lending Decisions	20140244479	08/28/14
	14/193011	02/28/14
Process for Verifying Data Identity for Lending Decisions	20140172681	06/19/14
	14/079956	11/14/13
Real-Time Automated Online Loan Transaction System	20130339217	12/19/13
	13/903384	05/28/13

EXHIBIT C

TRADEMARKS

<u>Registration / Application Date</u>	<u>Registration/ Application Number</u>	<u>Description</u>
11/06/13	86111465	ONDECK SCORE
03/14/14	86221659	BUSINESS LOANS WITHOUT THE HURDLES
12/18/13	86146799	ONDECK MARKETPLACE
11/06/13	86111516	ON DECK ADVANTAGE
11/06/13	86111512	ONDECK INSTANTDECISION
11/06/13	86111508	ONDECK CONNECT
11/06/13	86111502	ONDECK AUTORENEW
10/14/13	86090849	MONEY AT THE SPEED OF BUSINESS
06/10/14	4547259	WE ACTUALLY WANT TO LEND TO SMALL BUSINESS
06/10/14	4547258	ONDECK
06/10/14	4547253	ONDECK
08/21/14	86373388	24/7 BUSINESS FUNDS
08/21/14	86373342	BUSINESS FUNDS 24/7