

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Money2020, LLC		05/19/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, London Branch		
Street Address:	Winchester House, 1 Great Winchester St.		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 2DB		
Entity Type:	Bank: GERMANY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86531388	MONEY20/20 IS PRIMETIME	
Registration Number:	4648949	REALIZE YOUR VISION NOW	
Serial Number:	86363357	MONEY20/20 HACKATHON	
Serial Number:	86438067	MONEY20/20EUROPE	
Serial Number:	86143136	BITCOIN WORLD	
Serial Number:	86260067	MONEY 20/20	
Registration Number:	4468690	MONEY2020	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	632504-5		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		

CH \$190.00 86531388

DATE SIGNED:	05/19/2015
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Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of 19 May 2015 is made by Money2020, LLC (the "Grantor"), in favor of Deutsche Bank AG, London Branch, as Security Agent (the "Agent") for the Secured Parties under the Intercreditor Agreement, dated as of 21 April, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between, amongst others, the Parent, the Security Agent and the financial institutions listed therein.

WITNESSETH:

WHEREAS, the Grantor is party to the Intercreditor Agreement;

WHEREAS, in connection with the Secured Debt Documents, the Grantor has executed and delivered, as applicable, the Security Agreement or a written supplement in the form of Annex A thereto whereby the Grantor became a party to the Security Agreement, dated as of ____ May, 2015 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Intercreditor Agreement and the Security Agreement.

2. Grant of Security Interest. Subject to the Agreed Security Principles, the Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks listed on Schedule A hereto, including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations; provided, that (x) the Collateral for any Secured Obligations shall not include any Excluded Property and (y) none of the foregoing items shall constitute Collateral to the extent that the grant of the Security Interest therein would violate any Requirement of Law; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark

Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. For avoidance of doubt, the terms of this Agreement shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Senior Facilities Agreement.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Debt Financing Agreements and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

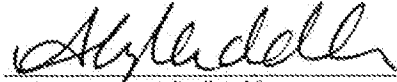
6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Money2020, LLC,
as Grantor

By:



Name: Amanda Cradden

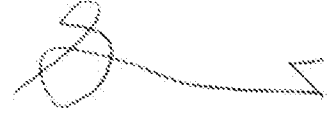
Title: Vice-President

Signature: Notary, Signature or Trademark Rights

TRADEMARK
REEL: 005519 FRAME: 0632

Deutsche Bank AG, London Branch,
as Security Agent

By:



Name:

Title:

Rajeev Thakeria
Vice President

Leigh Muntz
Assistant Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>OWNER</u>	<u>APPLICATION OR REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>
Money2020, LLC	N/A	MONEY20/20 IS PRIMETIME	86531388
Money2020, LLC	4648949	REALIZE YOUR VISION NOW	86260070
Money2020, LLC	N/A	MONEY20/20 HACKATHON	86363357
Money2020, LLC	N/A	MONEY20/20EUROPE	86438067
Money2020, LLC	N/A	BITCOIN WORLD	86143136
Money2020, LLC	N/A	MONEY20/20	86260067
Money2020, LLC	4468690	MONEY2020	85738571