

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Sesame, Inc.		09/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Multiplier Capital, LP		
Street Address:	2 Wisconsin Circle		
Internal Address:	Suite 700		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4228846	CREDIT SESAME	
Registration Number:	4543847	CREDITSESAME.COM	
Registration Number:	4343228	CREDIT BADGE	
Registration Number:	4614305	DO MORE WITH YOUR SCORE	
Registration Number:	4614306	DO MORE WITH YOUR FREE SCORE	
Registration Number:	4614307	DO MORE WITH YOUR CREDIT SCORE	
Serial Number:	85729832	MORTGAGE MAP	
Serial Number:	85730061	CARD MAP	
Serial Number:	85730062	AUTO LOAN MAP	
Serial Number:	85730065	STUDENT LOAN MAP	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		

OP \$265.00 4228846

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F158683

NAME OF SUBMITTER: Robin Dunn

SIGNATURE: /Robin Dunn/

DATE SIGNED: 10/06/2015

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **September 30, 2015** by and between **Multiplier Capital, LP** ("Multiplier") and **Credit Sesame, Inc.**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated September 30, 2015 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of

this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

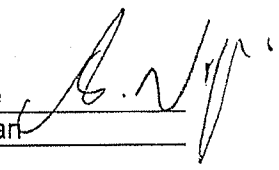
[signatures on next page]

Address of Grantor:

607A West Dana Street
Mountain View, California 94041

Credit Sesame, Inc.

By Credit Sesame
Name Adrian Nazar
Title CEO



Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Multiplier Capital, LP

By _____
Name _____
Title _____

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

607A West Dana Street
Mountain View, California 94041

Credit Sesame, Inc.

By _____
Name _____
Title _____

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Multiplier Capital, LP

By Kevin P. Sheehan
Name Kevin P. Sheehan
Title Managing Member

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

Attorney File Number	Title	Country	Serial Number, Date Filed, Related Apps.	Status
CSI-00300	U.S. Trademark Application for CREDIT SESAME (standard characters)	US	U.S. TM Reg. No. 4,228,846 Date 10/23/2012 Classes 35 and 36	Registered; next renewal due by 10/23/2018
CSI-00400	U.S. Trademark Application for CREDITSESAME.COM (standard characters)	US	U.S. TM Reg. No. 4,543,847 Date 6/3/2014 Classes 35 and 36	Registered; next renewal due by 6/3/2020
CSI-00500	U.S. Trademark Application for CREDIT BADGE (standard characters)	US	U.S. TM Reg. No. 4,343,228 Date 5/28/2013 Class 36	Registered; next renewal due by 5/28/2019
CSI-00700	U.S. Trademark Application for DO MORE WITH YOUR SCORE (standard characters)	US	U.S. TM Reg. No. 4,614,305 Date 9/30/2014 Classes 35 and 36	Registered; next renewal due by 9/30/2020
CSI-00800	U.S. Trademark Application for DO MORE WITH YOUR FREE SCORE (standard characters)	US	U.S. TM Reg. No. 4,614,306 Date 9/30/2014 Class 36	Registered; next renewal due by 9/30/2020
CSI-00900	U.S. Trademark Application for DO MORE WITH YOUR CREDIT	US	U.S. TM Reg. No. 4,614,307 Date 9/30/2014	Registered; next renewal due by 9/30/2020

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	SCORE (standard characters)		US	Class 36	
CSI-01000	U.S. Trademark Application for MORTGAGE MAP (standard characters)		US	U.S. TM App. No. 85/729,832 Filed 9/14/2012 Class 35 and 36	Notice of allowance issued 5/20/2014; first extension requested; due date for SOU or second extension is 5/20/2015
CSI-01100	U.S. Trademark Application for CARD MAP (standard characters)		US	U.S. TM App. No. 85/730,061 Filed 9/15/2012 Class 35 and 36	Notice of allowance issued 6/17/2014; first extension requested; due date for SOU or second extension is 6/17/2015
CSI-01200	U.S. Trademark Application for AUTO LOAN MAP (standard characters)		US	U.S. TM App. No. 85/730,062 Filed 9/15/2012 Class 35 and 36	Notice of allowance issued 6/17/2014; first extension requested; due date for SOU or second extension is 6/17/2015
CSI-01300	U.S. Trademark Application for STUDENT LOAN MAP (standard characters)		US	U.S. TM App. No. 85/730,065 Filed 9/15/2012 Class 35 and 36	Notice of allowance issued 6/17/2014; first extension requested; due date for SOU or second extension is 6/17/2015

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SCHEDULE B

Patents and Patent Applications

Attorney File Number	Title	Country	Serial Number, Date Filed, Related Apps.	Status
CSI-00100	U.S. Utility Patent Application for LIABILITY ADVICE SYSTEM AND METHOD	US	U.S. Pat. App. No. 11/955,618 Filed 12/13/07 Priority of 60/921,737	Undergoing examination; notice of appeal to be filed by 12/31/2014
CSI-00200	U.S. Provisional Patent Application for FINANCIAL RESPONSIBILITY INDICATION SYSTEM AND METHOD ("Credit Badge")	US	U.S. Prov. Pat. App. No. 61/535,935 Filed 9/16/2011	Expired; converted to non-provisional (see CSI-00201); no foreign applications filed per Adrian
CSI-00201	U.S. Provisional Patent Application for FINANCIAL RESPONSIBILITY INDICATION SYSTEM AND METHOD ("Credit Badge")	US	U.S. Pat. App. No. 13/620,592 Filed 9/14/2012	Pending; response to restriction requirement filed 10/3/2014
CSI-00500	U.S. Trademark Application for CREDIT BADGE (standard characters)	US	U.S. TM Reg. No. 4,343,228 Date 5/28/2013 Class 36	Registered; next renewal due by 5/28/2019
CSI-00601	U.S. Patent Application for FINANCIAL PRODUCT EVALUATION SYSTEM AND METHOD ("Loan Map")	US	U.S. Pat. App. No. 13/771,961 Filed 2/20/2013	Pending; response to restriction requirement filed; awaiting examination

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SCHEDULE C

Copyrights Registered with the United States Copyright Office

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