

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371946

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Unirush LLC		02/02/2016	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Main Street Capital Corporation
Street Address:	1300 Post Oak Boulevard Suite 800
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	2826230	RUSHCARD
Registration Number:	2821696	
Registration Number:	3773617	UNIRUSH
Registration Number:	3959733	RUSHCARD
Registration Number:	3981059	RUSHCARD
Registration Number:	3984104	RUSHCARD
Registration Number:	3014018	RAPID! DOLLARS
Registration Number:	3024159	RAPIDOLLARS
Registration Number:	3025840	RAPID! \$
Registration Number:	3117962	MOVING MONEY AT THE SPEED OF LIFE
Registration Number:	3165975	RAPID! PAYCARD
Registration Number:	3247918	RAPID!
Registration Number:	3779593	
Registration Number:	3974044	
Registration Number:	4245049	RUSH UNLIMITED
Registration Number:	4335801	RUSHGOALS
Registration Number:	4412274	
Registration Number:	4412295	R RUSHCARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4511704	RUSHCARD LIVE
Registration Number:	4511705	RUSHCARD LIVE
Registration Number:	4530693	PAY YOUR OWN WAY
Registration Number:	4538935	
Registration Number:	4538977	RRUSHCARD
Registration Number:	4618757	MIDNIGHT RUSHCARD
Registration Number:	4618185	PAY YOUR OWN WAY
Registration Number:	4618759	CARBON RUSHCARD
Registration Number:	4622490	EDGE RUSHCARD
Registration Number:	4622491	SUEDE KLS RUSHCARD
Registration Number:	4622492	SEQUIN KLS RUSHCARD
Registration Number:	4622493	GLOSS RUSHCARD
Registration Number:	4626252	EDGE RUSHCARD
Registration Number:	4626253	SUEDE KLS RUSHCARD
Registration Number:	4626254	SEQUIN KLS RUSHCARD
Registration Number:	4626255	GLOSS RUSHCARD
Registration Number:	4626256	MIDNIGHT RUSHCARD
Registration Number:	4782699	CARBON RUSHCARD
Serial Number:	86593045	#RISETOTHRIVE
Serial Number:	86592227	RISE TO THRIVE
Serial Number:	86129533	24K RUSHCARD
Serial Number:	86129546	24K RUSHCARD

CORRESPONDENCE DATA

Fax Number: 2148558200

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.

Phone: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Chris R. Andersen

Address Line 1: 2200 Ross Avenue, Suite 3600

Address Line 2: Norton Rose Fulbright US LLP

Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER:	11600562
NAME OF SUBMITTER:	Chris Andersen
SIGNATURE:	/chris andersen/
DATE SIGNED:	02/04/2016

Total Attachments: 19

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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is entered into as of February 2, 2016, by and among EMPOWERMENT VENTURES, LLC, a Delaware limited liability company (“*Holdings*”), UNIRUSH, LLC, a Delaware limited liability company (the “*Company*”), and each of the Company’s Subsidiaries, current and future from time to time party hereto (collectively with Holdings and the Company, “*Grantors*” and each, individually, a “*Grantor*”), and MAIN STREET CAPITAL CORPORATION, a Maryland corporation, as administrative agent and collateral agent for the ratable benefit of itself and the other Lenders (as defined below) (in such capacity, together with any successor Agent under the Loan Agreement, “*Secured Party*”).

RECITALS:

WHEREAS, Grantors, as borrowers, each lender from time to time party thereto (collectively, the “*Lenders*”), and Secured Party, as administrative agent and collateral agent for itself and the other Lenders, have entered into that certain Loan Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”); and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the Lenders’ execution and delivery of the Loan Agreement and their agreement to extend credit to Grantors pursuant to the Loan Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Lenders to enter into the Loan Agreement and extend credit to Grantors, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

Collateral has the meaning assigned to it in *Section 2* of this Agreement.

Copyrights means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world and including, without limitation, any works referred to in *Schedule A* attached hereto.

Copyright License means any agreement material to the operation of any Grantor’s businesses, whether written or oral, providing for the grant by or to such

Grantor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work including, without limitation, any works referred to in **Schedule A** attached hereto.

Intellectual Property means, with respect to any Grantor, all of such Grantor's Patent applications, Patents, Patent Licenses, Trademark Applications, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Inventions, Know-how and Other Proprietary Property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of any Grantor's businesses, as defined herein and/or referred to in **Schedules A, B, and C** attached hereto.

Invention means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of any Grantor's businesses and developed by any Grantor, its employees or agents, whether or not the subject of Patent(s) or Patent application(s).

Know-how means any knowledge or information that is material to any Grantor's business and that enables such Grantor to operate its business with the accuracy, efficiency or precision necessary for commercial success .

Other Proprietary Property means all types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-how, computer software and the like.

Patents means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in **Schedule B** attached hereto.

Patent License means any agreement material to the operation of any Grantor's business, whether written or oral, providing for the grant by or to such Grantor of any right to manufacture, use or sell any Invention covered by a Patent, including, without limitation, all such rights referred to in **Schedule B** attached hereto.

Proceeds means "proceeds," as such term is defined in Section 9-102(a)(65) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to any Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to any Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority), (c) all judgments in favor of any Grantor in respect of the Collateral and (d) all other

amounts from time to time paid or payable to any Grantor or received or receivable by any Grantor under or in connection with any of the Collateral.

Security Agreement means that certain Security Agreement, dated as of the Closing Date, by and among Grantors and Secured Party (as amended, restated, amended and restated, supplemented or otherwise modified from time to time).

Trade Secret means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value.

Trademarks means (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and general intangibles of like nature, and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired and material to the businesses of any Grantor, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in **Schedule C** attached hereto.

Trademark License means any agreement, material to the businesses of any Grantor, written or oral, providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation, all such rights referred to in **Schedule C** attached hereto.

UCC means the Uniform Commercial Code as from time to time in effect in the State of Texas.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations and any and all other covenants and obligations of each Grantor under the Loan Documents, each Grantor hereby collaterally assigns to Secured Party for the ratable benefit of Secured Party and the Lenders, and grants to Secured Party for the ratable benefit of Secured Party and the Lenders a continuing security interest in all of such Grantor's right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including but not limited to all Intellectual Property referred to in **Schedules A, B, and C** attached hereto, and all Proceeds and products of any and all of the Intellectual Property (collectively, the "**Collateral**"); provided, that, notwithstanding any other provisions set forth in this Section 2 to the contrary, the term "Collateral" shall not include any contract, lease, license or other agreement which by its terms prohibits the granting of a security interest therein (except to the extent such prohibition is unenforceable pursuant to the provisions of Article 9 of the UCC); *provided, however*, that if such prohibition ceases to exist or if consent to the pledge of such assets in favor of Secured Party is obtained, the contract, lease, license or other agreement shall constitute "Collateral" hereunder, and provided, further, that notwithstanding the foregoing, the term "Collateral" shall include any and all proceeds arising

from such excluded property to the extent that the assignment or encumbering of such proceeds is not subject to the same or similar prohibitions or restrictions.

3. Representations and Warranties Concerning the Intellectual Property. Each Grantor represents and warrants as of the Closing Date, as of each other Loan Date and as of each other date required under any Loan Document, that:

(a) *Schedule A* attached hereto includes all registered Copyrights and applications therefor, *Schedule B* attached hereto includes all granted Patents and applications therefor, and *Schedule C* attached hereto includes all registered Trademarks and applications therefor, in each case, owned by such Grantor in its own name or as to which such Grantor has any colorable claim of ownership that are material to the business of such Grantor as of the date hereof.

(b) Such Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Collateral of such Grantor, and/or has the right to use all such Collateral of such Grantor pursuant to a valid license or other agreement.

(c) Such Grantor's rights in and to the Collateral of such Grantor listed on *Schedules A, B, and C* hereof are valid, subsisting, unexpired, enforceable and have not been abandoned.

(d) Such Grantor is not in default under any material license, franchise agreement, or other agreement conveying rights in or to the Collateral of such Grantor, and, to the best knowledge of such Grantor, no event has occurred which might constitute a default by such Grantor under any such agreement.

(e) All of the Collateral is free and clear of any and all Liens, security interests, and/or encumbrances of any kind other than Permitted Liens, and such Grantor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Intellectual Property owned by such Grantor.

(f) All prior transfers and assignments of the interests of any and all predecessors in the Collateral owned by such Grantor were duly and validly authorized, executed, delivered, recorded and filed as required to vest such Grantor with complete, unrestricted ownership rights therein.

(g) Such Grantor has not, within the three (3) months prior to the date of execution of this Agreement, executed and/or delivered any assignment, transfer or conveyance of any of the Intellectual Property, recorded or unrecorded.

(h) (i) No proceedings have been instituted or are pending or, to such Grantor's knowledge, threatened that challenge such Grantor's rights to use any Intellectual Property of such Grantor, or to register or maintain the registration of the Intellectual Property of such Grantor, (ii) no holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any such Intellectual Property, and (iii) no action or proceeding is pending (A) seeking to limit, cancel or question the validity of any such Intellectual Property or such

Grantor's ownership thereof or (B) which, if adversely determined, would reasonably be likely to have a material adverse effect on the value of any of such Intellectual Property.

(i) To the best of such Grantor's knowledge, the current conduct of such Grantor's business and such Grantor's rights in and to all of the Intellectual Property and Other Proprietary Property do not conflict with or infringe any proprietary right of any third party in any way which adversely affects the business, financial condition or business prospects of such Grantor. Grantor is not aware of any claim by any third party that such conduct or such rights conflict with or infringe any valid proprietary right of any third party in any way which affects the business, financial condition or business prospects of such Grantor. Such Grantor is not making and has not made use of any confidential information of any third party except pursuant to express agreement of such third party.

(j) Such Grantor is unaware of any material infringement by any other party upon its Intellectual Property rights. Such Grantor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert commercially reasonable efforts to prevent any material infringement by third parties of such Grantor's Intellectual Property rights or any theft of such Grantor's Other Proprietary Property at such Grantor's sole cost.

4. Covenants. Each Grantor covenants and agrees with Secured Party that, from and after the date of this Agreement until the Obligations are paid in full:

(a) From time to time, upon the written request of Secured Party, and at the sole expense of Grantors, such Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the Liens created hereby. Such Grantor also hereby authorizes Secured Party to file any such financing or continuation statement without the signature of such Grantor to the extent permitted by applicable law, which financing or continuation statements may indicate the Collateral as "all assets of debtor," "the Collateral described in the Security Agreement" or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or with greater detail, and contain any other information required by Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Such Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Permitted Liens and the Liens created hereby, and other than as

permitted pursuant to the Loan Agreement, and will take all commercially reasonable actions to defend the right, title and interest of Secured Party in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Such Grantor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do, except as permitted by this Agreement or the Loan Agreement.

(d) Such Grantor will advise Secured Party promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any Lien (other than Liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, any Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

(e)

(i) Such Grantor (either itself or through licensees) will, except with respect to any Trademark that such Grantor shall reasonably determine is of immaterial economic value to such Grantor and is not material to such Grantor's business or with the prior written consent of Secured Party, such consent not to be unreasonably withheld, (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within thirty (30) days after such use or adoption Secured Party shall obtain a perfected security interest in such mark pursuant to this Agreement, and (E) not (and will require that any licensee or sublicensee thereof not) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Such Grantor will not, except with respect to any Patent that such Grantor shall reasonably determine is of immaterial economic value to such Grantor, do any act, or omit to do any act, without the prior written consent of Secured Party, such consent not to be unreasonably withheld, that would result in the abandonment of any pending Patent application or Patent constituting Collateral in either case if such abandonment would have a material adverse effect on the business of such Grantor.

(iii) Such Grantor will promptly notify Secured Party if it knows, or has reason to know, that any application relating to any Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent

and Trademark Office or any applicable court or tribunal in any country) regarding such Grantor's ownership of any granted Patent, registered Trademark or registered Copyright (or any application for any of the foregoing), or its right to register the same or to keep and maintain the same (other than any of the foregoing that such Grantor reasonably determines is of immaterial economic value to such Grantor).

(iv) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to Secured Party within five (5) business days after the last day of the fiscal quarter in which such filing occurs. Upon the request of Secured Party, such Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Secured Party may request to evidence Secured Party's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby appoints Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full and no Delayed Draw Term Loan Commitment remains outstanding.

(v) Such Grantor, except with respect to any Patent, Trademark or Copyright such Grantor shall reasonably determine is of immaterial economic value to such Grantor or with the prior written consent of Secured Party, such consent not to be unreasonably withheld, will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, in each case when appropriate. Any expenses incurred in connection with such activities shall be paid by such Grantor.

(vi) In the event such Grantor knows or has reason to know that any Patent, Trademark or Copyright (other than any Patent, Trademark or Copyright such Grantor reasonably determines is of immaterial economic value to such Grantor) included in the Collateral is infringed, misappropriated or diluted by a third party, such Grantor shall promptly notify Secured Party after it learns thereof and shall, unless such Grantor shall reasonably determine that such Patent, Trademark or Copyright is of immaterial economic value to such Grantor, which determination such Grantor shall promptly report to Secured Party, promptly sue

for infringement, misappropriation or dilution, or take such other actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Collateral.

(vii) If requested by Secured Party, such Grantor will furnish to Secured Party statements, schedules and inventories identifying and describing the Collateral, including without limitation, all Intellectual Property acquired subsequent to the date of this Agreement and not identified on **Schedules A, B, and C** attached hereto, all transfers, assignments, licenses or sub-licenses of the Collateral by such Grantor, and such other information in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

(f) Such Grantor agrees that it will cause each of its Subsidiaries that is created or acquired after the Closing Date, within five (5) days of such Subsidiary's creation or acquisition by such Grantor, to execute and deliver a Joinder Agreement, agreeing to become a Grantor under this Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Upon execution of such Joinder Agreement by each such Subsidiary, such Subsidiary shall become a Grantor for all purposes of this Agreement, will become a party to, and will be bound by all the terms of, this Agreement.

(g) At any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to Secured Party a Joinder Agreement (as provided in *clause (f)* above) or a counterpart of this Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement.

5. Secured Party's Appointment as Attorney-in-Fact.

(a) Each Grantor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time after the occurrence, and during the continuation of, a Default in Secured Party's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, such Grantor hereby grants Secured Party the power and right, on behalf of such Grantor without notice to or assent by such Grantor, to do the following:

(i) at any time when any Default shall have occurred and is continuing, in the name of such Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or

other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) at any time when any Default shall have occurred and is continuing, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Secured Party or as Secured Party shall direct, (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or proceeding brought against such Grantor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate, (G) to assign any Trademark or Copyright (along with goodwill of the business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and such Grantor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve or realize upon the Collateral and the Liens of Secured Party thereon and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do. Such Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Each Grantor also authorizes Secured Party, at any time and from time to time, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on Secured Party hereunder are solely to protect the interests of Secured Party in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to the Grantors for any act or failure to act hereunder, except for their own gross negligence or willful misconduct (**REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES**) or failure to comply with mandatory provisions of applicable law.

6. Performance by Secured Party of Grantors' Obligations. If any Grantor fails to perform or comply with any of its agreements contained herein and if Secured Party, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the reasonable expenses of Secured Party incurred in connection with such performance or compliance, together with interest thereon at the interest rate provided for in the Loan Agreement, shall be payable by Grantors to Secured Party on demand and shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that if a Default shall occur and be continuing, then (a) all Proceeds received by the Grantors consisting of cash, checks and other cash equivalents shall be held by the Grantors in trust for Secured Party, segregated from other funds of the Grantors, and shall, forthwith upon receipt by any Grantor, be turned over to Secured Party in the exact form received by such Grantor (duly endorsed by such Grantor to Secured Party, if required), and (b) any and all such Proceeds received by Secured Party (whether from a Grantor or otherwise) shall promptly be applied by Secured Party against, the Obligations (whether matured or unmatured), such application to be in such order as set forth in Section 3.3 of the Loan Agreement.

8. Remedies Upon Default. Upon the occurrence and during the continuance of a Default, Secured Party may pursue any or all of the following remedies, without any notice to any Grantor except as required below:

(a) Secured Party may give written notice of default to any Grantor, following which no Grantor shall dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Secured Party's prior written consent, even if such disposition is otherwise permitted hereunder or under any other Loan Document in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Secured Party may obtain a temporary restraining order or other equitable relief to enforce any Grantor's obligation to refrain from so impairing Secured Party's Collateral.

(b) Secured Party may take possession of any or all of the Collateral. Each Grantor hereby consents to Secured Party's entry into any of such Grantor's premises to repossess Collateral, and specifically consents to Secured Party's forcible entry thereto as long as Secured Party causes no significant damage to the premises in the process of entry (drilling of locks, cutting of chains and the like do not in themselves cause

"significant" damage for the purposes hereof) and provided that Secured Party accomplishes such entry without a breach of the peace.

(c) Secured Party may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least ten (10) days prior to sale. Secured Party may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. The Collateral may be sold in such lots as Secured Party may elect, in its sole discretion. Secured Party may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition.

(d) Secured Party may exercise its Lien upon and right of setoff against any monies, items, credits, deposits or instruments that Secured Party may have in its possession and that belong to any Grantor or to any other person or entity liable for the payment of any or all of the Obligations.

(e) Secured Party may exercise any right that it may have under any other Loan Document or otherwise available to Secured Party at law or equity.

9. Limitation on Duties Regarding Preservation of Collateral. Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Secured Party would deal with similar property for its own account. Neither Secured Party nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver: Cumulative Remedies. Secured Party shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right,

power or privilege. A waiver by Secured Party of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns; Interpretation. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each Grantor and Secured Party, provided that any provision of this Agreement may be waived by Secured Party in a written letter or agreement executed by Secured Party or by facsimile transmission from Secured Party. This Agreement shall be binding upon the successors and permitted assigns of the Grantors and shall inure to the benefit of Secured Party and its successors and permitted assigns. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

15. Notices. Any and all notices, elections or demands permitted or required to be made under this Agreement must be in writing, signed by the party giving such notice, election or demand, to be effective and shall be deemed to have been given (a) if by telecopy, when transmitted to the appropriate telecopy number, (b) if by mail, on the third Business Day after it is enclosed in an envelope and properly addressed, stamped, sealed, certified return receipt requested, and deposited in the appropriate official postal service, or (c) if by electronic mail or any other means, when actually received or delivered (with respect to electronic mail, each party giving such notice shall be responsible for keeping records acceptable to Lender regarding all such notices). For notices under this Agreement, the parties hereto shall use the addresses and information set forth in Section 14.3 of the Loan Agreement.

16. Incorporation of Loan Agreement Provisions. Sections 14.5 (Governing Law), 14.11 (Arbitration), 14.14 (Jury Waiver) and 14.15 (Venue and Service of Process) of the Loan Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.

17. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Facsimile and other electronic copies of manually-signed originals shall have the same effect as manually-signed originals and shall be binding on Grantors and Secured Party.

18. NOTICE OF FINAL AGREEMENT. THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING BUT NOT LIMITED TO, THE PROVISIONS RELATING TO GOVERNING LAW, JURY WAIVER, VENUE, SERVICE OF PROCESS AND ARBITRATION, CONSTITUTE THE ENTIRE UNDERSTANDINGS OF DEBTORS AND SECURED PARTY AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL AGREEMENTS AND ANY CONTEMPORANEOUS ORAL AGREEMENTS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

EMPOWERMENT VENTURES, LLC,
a Delaware limited liability company

By: 

Name: Doug McGinn

Title: Vice President and Treasurer

UNIRUSH, LLC,
a Delaware limited liability company

By: 

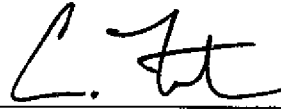
Name: Doug McGinn

Title: President and Chief Financial Officer

SECURED PARTY:

MAIN STREET CAPITAL CORPORATION,
a Maryland corporation,
as Agent

By: _____



Name: Curtis L. Hartman

Title: Senior Managing Director

SCHEDULE A

Registered Copyrights and Copyright Applications

None.

SCHEDULE B

Granted Patents and Patent Applications

<u>Title</u>	<u>Application / Publication No.</u>	<u>Patent Number</u>	<u>Date Filed</u>
Systems for Associating Temporary Payment Cards With Financial Accounts	13904668	N/A	December 5, 2013

SCHEDULE C

Registered Trademarks and Trademark Applications

Mark	Serial Number	Registration Number	Date Filed
#RISETOTHRIVE	86-593045		4/10/2015
CARBON RUSHCARD	86-129659	4618759	11/26/2013
CARBON RUSHCARD	86-129678	4782699	11/26/2013
EDGE RUSHCARD	86-129402	4622490	11/26/2013
EDGE RUSHCARD	86-129443	4626252	11/26/2013
GLOSS RUSHCARD	86-129585	4622493	11/26/2013
GLOSS RUSHCARD	86-129611	4626255	11/26/2013
MIDNIGHT RUSHCARD	86-129630	46168757	11/26/2013
MIDNIGHT RUSHCARD	86-129645	4626256	11/26/2013
MOVING MONEY AT THE SPEED OF LIFE	78-355592	3117962	1/22/2004
PAY YOUR OWN WAY	85-858664	4618185	2/25/2013
PAY YOUR OWN WAY	85-858665	4,530,693	2/25/2013
R and Design	85-797425	4,412,274	12/7/2012
R and Design	85-797434	4,538,935	12/7/2012
R RUSHCARD and Design	85-814481	4,412,295	1/3/2013
R RUSHCARD and Design	85-814482	4,538,977	1/3/2013
RAPID!	76-556741	3247918	11/4/2003
RAPID! \$ and Design	76-611365	3025840	9/7/2004
RAPID! DOLLARS	78/355605	3014018	1/22/2004
RAPID! PAYCARD	78/355485	3165975	1/22/2004
RAPIDOLLARS	76/556567	3024159	11/4/2003
RISE TO THRIVE	86/592227		4/10/2015
RUSH UNLIMITED	85-566475	4,245,049	3/12/2012
RUSHCARD and Design	85-153406	3,981,059	10/15/2010
RUSHCARD	85-054658	3,959,733	6/4/2010
RUSHCARD	85-054857	3,984,104	6/4/2010
RUSHCARD	76-976149	2,826,230	7/3/2002

RUSHCARD LIVE	85-757545	4,511,704	10/18/2012
RUSHCARD LIVE	85-757571	4,511,705	10/18/2012
RUSHGOALS	85-493706	4,335,801	12/13/2011
SEQUIN KLS RUSHCARD	86-129521	4626254	11/26/2013
SEQUIN KLS RUSHCARD	86-129508	4622492	11/26/2013
SUEDE KLS RUSHCARD	86-129487	4626253	11/26/2013
SUEDE KLS RUSHCARD	86-129463	4622491	11/26/2013
UNIRUSH	78-854829	3,773,617	10/15/2010
24K RUSHCARD ¹	86129533		11/26/2013
24K RUSHCARD ²	86129546		11/26/2013
Design	85153402	3974044	6/7/2011
Design	78854894	3779593	4/20/2010
Design	76976156	2821696	3/9/2004

¹ Note: Withdrawal of petition filed on January 19, 2016.

² Note: Withdrawal of petition filed on January 19, 2016.