

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LENDUP TECHNOLOGIES, INC.		12/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	INVOPPS FT1 LLC		
Street Address:	126 East 56th Street, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87245773	ARROW CARD	
Serial Number:	87245766	LADDER CARD	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Aaron D. Hendelman		
Address Line 1:	Wilson Sonsini Goodrich & Rosati		
Address Line 2:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	51213.900/CZ2		
NAME OF SUBMITTER:	Aaron Hendelman		
SIGNATURE:	/Aaron Hendelman/		
DATE SIGNED:	01/18/2018		
Total Attachments: 6			
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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF DECEMBER 15, 2017 AMONG INVOPP FT1 LLC, A (AS "SUBORDINATED AGENT", INVOPP FT1 LLC (AS "SUBORDINATED LENDER") AND VICTORY PARK MANAGEMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("SENIOR AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY LENDUP GLOBAL, INC., A DELAWARE CORPORATION, AND THE OTHER CREDIT PARTIES (AS DEFINED THEREIN) FROM TIME TO TIME PARTY THERETO, PURSUANT TO EACH OF (I) AN AMENDED AND RESTATED FINANCING AGREEMENT DATED AS OF OCTOBER 23, 2015, (II) A FINANCING AGREEMENT DATED AS OF OCTOBER 23, 2015 AND (III) A FINANCING AGREEMENT DATED AS OF OCTOBER 5, 2015 (IN EACH CASE UNDER THE FOREGOING CLAUSES (I), (II) AND (III), AS THE SAME MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, INDIVIDUALLY, AND SUCH CLAUSES (I), (II) AND (III) COLLECTIVELY, THE "SENIOR FINANCING AGREEMENT"), AND BY AND AMONG BORROWER, THE OTHER CREDIT PARTIES FROM TIME TO TIME PARTY THERETO, SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO AND THE OTHER SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS SUCH SENIOR FINANCING AGREEMENT AND OTHER SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 15, 2017 by LENDUP TECHNOLOGIES, INC., a Delaware corporation (the "Grantor"), in favor of INVOPS FT1 LLC, as collateral agent (the "Collateral Agent") for the secured parties referred to below.

WHEREAS:

A. Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), entered into by and among the Grantor, the other "Obligor" parties thereto, Collateral Agent and the other parties party thereto which secures certain now existing and future arising obligations owing to the Secured Parties (as defined in the Security Agreement) under the Transaction Documents as provided in the Security Agreement;

B. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Agreement; and

C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (provided that, any of the following to the contrary notwithstanding, with respect to any trademark applications in the United States Patent and Trademark Office to register trademarks on the basis of Grantor's "intent to use," such trademarks will not be deemed to be Trademark Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in 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 Trademark Collateral):

1. each United States and foreign trademark and trademark application, including, without limitation, each United States federally registered trademark referred to in Schedule 1 annexed hereto and any United States federally registered trademark issued pursuant to a trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

3. all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "**Trademark Collateral**").

This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for itself and on behalf of the other Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or

any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of California. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within the City of San Francisco, California (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

LENDUP TECHNOLOGIES, INC.
a Delaware corporation

By: 
Name: Sasha Orloff
Title: Chief Executive Officer

Acknowledged:

INVOPPS FTI LLC
as Collateral Agent

By: _____
Name: Sacha Lainovic
Title: Authorized Signatory

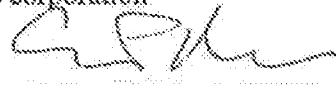
Trademark Security Agreement

Trademark Security Agreement (Technologies).DOCX

TRADEMARK
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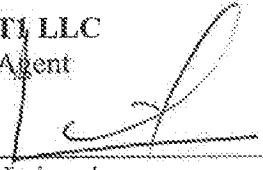
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LENDUP TECHNOLOGIES, INC.
a Delaware corporation

By: 
Name: Sasha Orloff
Title: Chief Executive Officer

Acknowledged:

INVOPPS FTI LLC
as Collateral Agent

By: 
Name: Sacha Lainovic
Title: Authorized Signatory

Trademark Security Agreement

Trademark Security Agreement (Technologies).DOCX

TRADEMARK
REEL: 006253 FRAME: 0125

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Applications

Trademark	Application #	Registration #	Application Date
ARROW CARD	87245773	N/A	11/22/16
LADDER CARD	87245766	N/A	11/22/16