

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Short Form Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LendingUSA, LLC		02/06/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DLI Lending Agent, LLC		
Street Address:	550 N. Brand Blvd., Suite 2000		
City:	Glendale		
State/Country:	CALIFORNIA		
Postal Code:	91203		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5057270	ZIPLOAN	
Registration Number:	5057269	ZIPLOANS	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	23337-00015		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	02/06/2018		
Total Attachments: 5			
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SHORT FORM TRADEMARK SECURITY AGREEMENT

This SHORT FORM TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Short Form Trademark Security Agreement**”), dated as of February 6, 2018, is made by LENDINGUSA, LLC (the “**Grantor**”) in favor of DLI LENDING AGENT, LLC, as administrative agent and collateral agent (in such capacities, the “**Agent**”) for the Lenders. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

WHEREAS, the Grantor, as WC Borrower, LCUSA FUNDING, LLC, as Revolving Borrower, each of the Indemnitors from time to time party thereto, each of the Lenders from time to time party thereto, and the Agent, are each party to the Loan and Security Agreement, dated as of January 24, 2018, and effective as of December 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), pursuant to which the Lenders have agreed to make Loans to the Grantor and the Revolving Borrower, as the case may be, upon the terms and subject to the conditions therein.

WHEREAS, under the terms of the Loan Agreement, the Grantor (among others) has granted to the Agent, for the ratable benefit of itself and the other Lenders, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Short Form Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

(a) Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full satisfaction of the Obligations, the Grantor, pursuant to the Loan Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of itself and the other Lenders, a security interest in all of its right, title and interest in and to all of the following property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor (collectively, the “**Trademark Collateral**”):

i. all trademark registrations and applications for trademark registration in the United States Patent and Trademark Office listed on Schedule I hereto; and

ii. all proceeds and products of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing.

(b) Security for Obligations. The grant of a security interest in the Trademark Collateral by the Grantor under this Short Form Trademark Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal,

reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Short Form Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by the Grantor to the Agent or any Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

(c) Recordation. This Short Form Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Short Form Trademark Security Agreement.

(d) Execution in Counterparts. This Short Form Trademark Security Agreement may be executed in any number of 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.

(e) Grants, Rights and Remedies. This Short Form Trademark Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Short Form Trademark Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

(f) Governing Law. This Short Form Trademark Security Agreement and any claim, controversy or dispute arising under or related to this Short Form Trademark Security Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

(g) Severability. In case any one or more of the provisions contained in this Short Form Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Loan Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the Grantor has caused this Short Form Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LENDINGUSA, LLC,
as Grantor

By: 

Name: Ronald Oertell

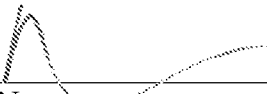
Title: Chief Financial Officer

TRADEMARK

REEL: 006267 FRAME: 0471

ACCEPTED AND AGREED
as of the date first above written:

DLI LENDING AGENT, LLC,
as Agent

By: 
Name: Robert Enayati
Title: General Counsel

SCHEDULE I

U.S. Federal Trademarks

Country	Mark	Filing / Registration Date	Serial / Registration No.	Status	Owner
U.S.	ZIPLoan	Filing Date 7/14/2015 Reg. Date 10/11/2016	Serial No. 86/692,233 Reg. No. 5,057,270	Registered	LendingUSA, LLC d/b/a LendingUSA
U.S.	ZIPLoans	Filing Date 7/14/2015 Reg. Date 10/11/2016	Serial No. 86/692,205 Reg. No. 5,057,269	Registered	LendingUSA, LLC d/b/a LendingUSA