

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM469199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Short Form Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CROWDPAY.US, INC.		04/09/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	GACP FINANCE CO., LLC		
Street Address:	11100 Santa Monica Boulevard, Suite 800		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87789241	CROWDPAY.US CROWD FUNDING & COMPLIANCE P	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-318-6532		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Maciej Zielnik, Esq.		
Address Line 1:	200 Park Avenue, 28th Floor		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	F176490 TM		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/ALANA GRAMER/		
DATE SIGNED:	04/10/2018		
Total Attachments: 5			
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TRADEMARK SHORT FORM SECURITY AGREEMENT

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of April 9, 2018, (this “**Agreement**”), by and between CROWDPAY.US, INC., (the “**Grantor**”) and GACP FINANCE CO., LLC, as agent (in such capacity, the “**Agent**”).

Reference is made to the Loan and Security Agreement dated as of April 9, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among SECURUS365, INC., a Delaware corporation, EVANCE, INC., a Delaware corporation, EVANCE CAPITAL, INC., a Delaware corporation, OMNISOFIT, INC., a Delaware corporation and CROWDPAY.US, INC., a New York corporation, as borrowers (each a “**Borrower**” and collectively, “**Borrowers**”), THE OLB GROUP, INC., a Delaware corporation (“**Parent Guarantor**”), the Lenders from time to time party hereto and the Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is a Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. The rules of construction specified in Schedule B of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Loan Guaranty, the Grantor, pursuant to the Credit Agreement, hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the rights, priorities and privileges relating to all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, whether arising under United States, multinational or foreign laws or otherwise and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) or in which such Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the “**Trademark Collateral**”).

SECTION 3. Purpose. This 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 security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if

fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.


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IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first above written.

CROWDPAY.US, INC.

By: _____
Name: Ronny Yakov
Title: President

GACP FINANCE CO., LLC, as Agent

By: 
Name: John Ahn
Title: President

Schedule I

Registered Trademarks

None.

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Mark</u>
US	87789241	CrowdPay.us, Inc.	February 8, 2018	CROWDPAY.US CROWD FUNDING & COMPLIANCE PLATFORM