

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Sesame, Inc.		12/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Multiplier Capital II, LP		
Street Address:	1920 L Street, Suite 550		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
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	
Registration Number:	4786180	MORTGAGE MAP	
Serial Number:	86888856	CREDIT SESAME	
Serial Number:	88159254	ROBO CREDIT	
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@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1039211 TM		

OP \$240.00 4228846

NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	01/22/2019
Total Attachments: 7 source=Trademark Cover Sheet with IPSA-Credit Sesame#page2.tif source=Trademark Cover Sheet with IPSA-Credit Sesame#page3.tif source=Trademark Cover Sheet with IPSA-Credit Sesame#page4.tif source=Trademark Cover Sheet with IPSA-Credit Sesame#page5.tif source=Trademark Cover Sheet with IPSA-Credit Sesame#page6.tif source=Trademark Cover Sheet with IPSA-Credit Sesame#page7.tif source=Trademark Cover Sheet with IPSA-Credit Sesame#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **December 31, 2018** by and between **Multiplier Capital II, LP** ("Multiplier" or "Secured Party") 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 on or about the date hereof (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 owned or controlled by Grantor, 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:

100 Montgomery Street
Santa Monica, CA 94104

CREDIT SESAME, INC.

By 
Title CEO

Address of Multiplier:

1920 L Street, Suite 550
Washington, DC 20036

MULTIPLIER CAPITAL II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By _____
Title _____

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

100 Montgomery Street
Santa Monica, CA 94104

CREDIT SESAME, INC.

By _____
Title _____

Address of Multiplier:

1920 L Street, Suite 550
Washington, DC 20036

MULTIPLIER CAPITAL II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By Kevin P. Schul
Title Managing Member

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CREDIT SESAME (standard characters)	U.S. Reg. No. 4,228,846	10/23/2012
CREDITSESAME.COM (standard characters)	U.S. Reg. No. 4,543,847	6/3/2014
CREDIT BADGE (standard characters)	U.S. Reg. No. 4,343,228	5/28/2013
DO MORE WITH YOUR SCORE (standard characters)	U.S. Reg. No. 4,614,305	9/30/2014
DO MORE WITH YOUR FREE SCORE (standard characters)	U.S. Reg. No. 4,614,306	9/30/2014
DO MORE WITH YOUR CREDIT SCORE (standard characters)	U.S. Reg. No. 4,614,307	9/30/2014
MORTGAGE MAP (standard characters)	U.S. Reg. No. 4,786,180	8/4/2015
CREDIT SESAME (standard characters)	U.S. Application No. 86/888,856	1/27/2016
ROBO CREDIT (standard characters)	U.S. Application No. 88/159,254	10/17/2018

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LIABILITY ADVICE SYSTEM AND METHOD	U.S. Application No. 11/955,618	12/13/2007
FINANCIAL RESPONSIBILITY INDICATION SYSTEM AND METHOD	U.S. Application No. 13/620,592	9/14/2012
FINANCIAL PRODUCT EVALUATION SYSTEM AND METHOD	U.S. Application No. 13/771,961	2/20/2013

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		