

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ON DECK CAPITAL, INC.		01/28/2019	Corporation: DELAWARE
ODX, LLC		01/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, as Collateral Agent		
Street Address:	3333 Peachtree Road, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5423035	MORE MONEY MONDAYS	
Registration Number:	5423030	ONDECK	
Registration Number:	4961256	ONDECK LINE OF CREDIT	
Registration Number:	4700850	ONDECK ADVANTAGE	
Registration Number:	4685807	ONDECK MARKETPLACE	
Registration Number:	4654152	ONDECK SCORE	
Registration Number:	4547259	WE ACTUALLY WANT TO LEND TO SMALL BUSINE	
Registration Number:	4547258	ONDECK	
Registration Number:	4547253	ONDECK	
Registration Number:	4236648	ON DECK	
Serial Number:	88021673	ODX	
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:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		

OP \$290.00 5423035

Address Line 1: 200 Park Avenue
Address Line 2: Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 1041068 TM

NAME OF SUBMITTER: Alana Gramer

SIGNATURE: /Alana Gramer/

DATE SIGNED: 01/28/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), made by each of the Grantors (as defined below) in favor of SUNTRUST BANK, as Collateral Agent (in such capacity, the “**Collateral Agent**”) (in such capacity, together with its successors and assigns, the “**Assignee**”), as defined in the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, ON DECK CAPITAL, INC., a Delaware corporation (“**Company**”), the Subsidiaries of the Company from time to time party thereto (together with Company, the “**Grantors**”), the Lenders and other financial institutions party thereto, and SUNTRUST BANK, as administrative agent (in such capacity, the “**Administrative Agent**”) and as Collateral Agent are party to that certain Credit Agreement dated as of January 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, in connection with the Credit Agreement, the Grantors (including any entity that becomes a party thereto by executing and delivering a joinder thereto) have entered into that certain Security Agreement dated as of January 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement, to induce Lenders to make their respective extensions of credit to the Company thereunder, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement and (to the extent not defined therein) the Credit Agreement. For purposes of this Trademark Security Agreement, the term “**Trademarks**” shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, trade styles, designs, trade dress, logos, slogans and other source or business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations, and applications filed in connection therewith, including registrations and applications in the PTO (or any successor or any similar offices in any other country or any State of the United States), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby

grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets 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 (collectively, the “**Trademark Collateral**”):

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that in no event shall the Security Interest attach to, or the term “Trademark Collateral” include, any Excluded Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

SECTION 4. Termination. (a) This Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than contingent indemnification and reimbursement obligations which are not yet due and payable or for which no claim has been made) have been paid in full in cash and (ii) all Revolving Commitments have terminated or expired.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 7.13 of the Security Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents and take such further actions that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Collateral Agent.


SECTION 6. **GOVERNING LAW**. **THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN TORT, CONTRACT, AT LAW OR IN EQUITY OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

ON DECK CAPITAL, INC.

By: 
Name: Kenneth A. Brause
Title: Chief Financial Officer

ODX, LLC

By: _____
Name: Cory Kampfer
Title: Officer

[Trademark Security Agreement]

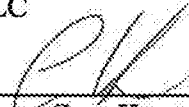
TRADEMARK
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ON DECK CAPITAL, INC.

By: _____
Name: Kenneth A. Brause
Title: Chief Financial Officer

ODX, LLC

By:  _____
Name: Cory Kampfer
Title: Officer

[Trademark Security Agreement]

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Accepted and Agreed:


SUNTRUST BANK, as Assignee

By: 
Name: ANH NGUYEN
Title: VICE PRESIDENT

[Trademark Agreement]

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TRADEMARKSTrademark Registrations and Applications

Trademark	Serial Number	Application/Registration No.	Reg. Date (App. Date)	Owner
ODX	88021673		(June 29, 2018)	ODX, LLC
MORE MONEY MONDAYS	87569453	5423035	March 13, 2018	On Deck Capital, Inc.
ondeck	87569385	5423030	March 13, 2018	On Deck Capital, Inc.
ONDECK LINE OF CREDIT	86528888	4961256	May 17, 2016	On Deck Capital, Inc.
ONDECK ADVANTAGE	86111516	4700850	March 25, 2014	On Deck Capital, Inc.
ONDECK MARKETPLACE	8614679	4685807	February 10, 2015	On Deck Capital, Inc.
ONDECK SCORE	86111465	4654152	December 9, 2014	On Deck Capital, Inc.
WE ACTUALLY WANT TO LEND TO SMALL BUSINESS	86087293	4547259	June 10, 2014	On Deck Capital, Inc.
OnDeck >	86087281	4547258	June 10, 2014	On Deck Capital, Inc.
ONDECK	86087205	4547253	June 10, 2014	On Deck Capital, Inc.
	85540195	4236648	November 6, 2012	On Deck Capital, Inc.