

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500236

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pre-Funding Group Manager, LLC		11/30/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DLI Lending Agent, LLC		
<b>Street Address:</b>	c/o Direct Lending Investments, LLC		
<b>Internal Address:</b>	550 N. Brand Blvd., Suite 2000, Attn: Legal Dept.		
<b>City:</b>	Glendale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91203-1935		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4924608	MULTISTREAM CAPITAL	
<b>Registration Number:</b>	4924609	STRUCTURED SETTLEMENT MULTISTREAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<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>			
<b>Phone:</b>	314.552.6077		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Shoko Naruo		
<b>Address Line 1:</b>	Thompson Coburn LLP		
<b>Address Line 2:</b>	One US Bank Plaza		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	62643-179213		
<b>NAME OF SUBMITTER:</b>	Shoko Naruo		
<b>SIGNATURE:</b>	/sn/		
<b>DATE SIGNED:</b>	11/30/2018		
<b>Total Attachments: 12</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Security Agreement”) dated as of November 30, 2018, by and among Pre-Funding Group Manager, LLC, a Delaware limited liability company (“First Tier Parent”), Yellowbrick, Inc. a Delaware corporation (“Grantor”) and DLI Lending Agent, LLC, a Delaware limited liability company.

### RECITALS

**WHEREAS**, reference is made to that certain Credit Agreement, dated as of November 30, 2018 (as the same may be modified, amended, supplemented, restated or superseded from time to time, the “Credit Agreement”), by and among, (i) Future Payment Portfolio, LLC, a Delaware limited liability company (the “Borrower”), (ii) Pre-Funding Group, LLC, a Delaware limited liability company, (iii) Pre-Funding Group Manager, LLC, a Delaware limited liability company (“First Tier Parent”), (iv) DLI Lending Agent, LLC, in its capacity as administrative agent and in its capacity as collateral agent (the “Collateral Agent”), and (v) the Lenders from time to time party thereto, pursuant to which the Lenders have agreed to make Loans to the Borrower upon the terms and subject to the conditions specified in the Credit Agreement. Terms not defined herein shall have the meanings ascribed to them in the Credit Agreement;

**WHEREAS**, the Grantor will receive material benefits as a result of the Lenders and Agent providing the Loans to the Borrower pursuant to the Credit Agreement; and

**WHEREAS**, in order to induce Collateral Agent to make Loans to the Borrower under the Credit Agreement, Grantor has agreed to grant a security interest in the Collateral (as defined below) to Collateral Agent for purposes of securing the obligations of Grantor to Collateral Agent, subject to the terms of this Security Agreement.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. GRANT OF SECURITY INTEREST.** As collateral security for the prompt and complete payment and performance of all of Grantor’s present or future indebtedness, obligations and liabilities to Collateral Agent under the Credit Agreement and the other documents executed in connection therewith (as the same may be modified, amended, supplemented, restated or superseded from time to time, collectively, the “Loan Documents”), Grantor hereby grants a security interest to Collateral Agent, in and to Grantor’s entire right, title and interest in, to and under the following intellectual property rights, to the extent owned or purported to be owned by Grantor, now or hereafter existing, created, acquired or held by Grantor during the term of the Loan Documents (all of which shall collectively be called the “Collateral”):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections now owned or hereinafter obtained by Grantor, in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including, without limitation, those set forth on Exhibit A attached hereto and incorporated herein by this reference (collectively, the “Copyrights”).

(b) Any and all trade secrets;

(c) Any and all design rights which may be available to Grantor;

(d) All patents and patent applications now owned or hereinafter obtained by Grantor, in the United States and outside of the United States including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, those set forth on Exhibit B attached hereto and incorporated herein by this reference (collectively, the “Patents”);

(e) Any trademark and servicemark rights now owned or hereinafter obtained by Grantor, whether registered or not, applications to register and registrations of the same, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto and incorporated herein by this reference (collectively, the “Trademarks”), provided that this shall not include any intent-to use Trademark applications prior to the filing of a “Statement of Use”, “Amendment to Allege Use” or similar filing with regard thereto, to the extent the grant of a security interest therein may impair the validity or enforceability of any Trademark that may issue from such intent to use Trademark application under applicable law;

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Patents or Trademarks;

(i) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

(j) Any “Other Intellectual Property” meaning, any intellectual property recognized by the laws of the United States or any State, other than a Copyright, Patent, Trademark, or Domain Name, whether statutory or common law, registered or unregistered, published or unpublished, including: (i) a trade secret or other proprietary or confidential information or data; and (ii) rights with respect to software, programming codes, inventions, technical information, procedures, designs, know-how, data and databases, processes, models, drawings, plans, specifications and records.

**2. AUTHORIZATION AND REQUEST.** Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

**3. COVENANTS AND WARRANTIES.** During the term of this Security Agreement, Grantor represents, warrants, covenants and agrees as follows:

(a) Performance of this Security Agreement does not conflict with or result in a breach of any agreement to which Grantor is a party or by which Grantor is bound, except to the extent that certain agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Security Agreement constitutes an assignment;

(b) During the term of this Security Agreement, Grantor will not sell, transfer, assign or otherwise encumber any interest in the Collateral, except for (i) non-exclusive licenses granted by Grantor in the ordinary and normal course of its business as now conducted or as set forth in this Security Agreement and (ii) subject to Grantor's execution of appropriate documents, in form acceptable to Collateral Agent, to perfect or continue the perfection of Collateral Agent's interest in the Collateral, transfers to Affiliates of Grantor;

(c) Grantor shall promptly advise Collateral Agent of any material adverse changes in the composition of the Collateral, including but not limited to any subsequent material adverse change in the ownership rights of Grantor in or to any Copyright, Patent or Trademark, including those not specified in this Security Agreement or in the reporting required in the Credit Agreement;

(d) Grantor shall (i) use commercially reasonable efforts to protect, defend and maintain the validity and enforceability of the Copyrights, Patents and Trademarks material to Grantor's business, except as Grantor may determine in its reasonable business judgment (ii) use commercially reasonable efforts to detect infringements of the Copyrights, Patents and Trademarks and promptly advise Collateral Agent in writing of material infringements detected in material Copyrights, Patents and Trademarks and (iii) not allow any Copyrights, Patents or Trademarks material to Grantor's business to be abandoned, forfeited or dedicated to the public without the written consent of Collateral Agent, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment, forfeiture or dedication to the public is appropriate;

(e) Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Collateral Agent may reasonably request from time to time to perfect or continue the perfection of Collateral Agent's interest in the Collateral; and

(f) This Security Agreement creates, and in the case of after acquired Collateral, this Security Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Collateral Agent a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of all present or future indebtedness, obligations and liabilities of Grantor to Collateral Agent, including, without limitation, such indebtedness, obligations and liabilities under the Credit Agreement and the other Loan Documents, upon making the filings referred to in Section 3(h) below, subject only to Permitted Liens;

(g) All information heretofore, herein or hereafter supplied to Collateral Agent by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(h) To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark office with respect to the Patents and Trademarks, (2) the Register of Copyrights with respect to the Copyrights and (3) the UCC Division of the Delaware Secretary of State,

necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Security Agreement by Grantor in the United States or (b) for the perfection in the United States or the exercise by Collateral Agent of its rights and remedies hereunder;

(i) All information heretofore, herein or hereafter supplied to Collateral Agent by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects as of the date supplied;

(j) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Collateral Agent's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that would prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, provided, however, that Grantor shall only be required to use its commercially reasonable efforts to exclude any such provisions in any license of intellectual property from a third party; and

(k) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Collateral Agent in writing of any event that materially adversely affects the value of any material Collateral, the ability of Grantor to dispose of any material Collateral or the rights and remedies of Collateral Agent in relation thereto, including the levy of any legal process against any of the material Collateral.

**4. COLLATERAL AGENT'S RIGHTS.** Collateral Agent shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is expressly required under this Security Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor, unless Grantor has notified Collateral Agent that more time would be reasonably necessary. Grantor shall reimburse and indemnify Collateral Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

**5. FURTHER ASSURANCES; ATTORNEY IN FACT.**

(a) Concurrently with the delivery of each Compliance Certificate of the Credit Agreement, Grantor agrees to deliver to Collateral Agent written notice certified by an officer of Grantor, which lists all Copyrights, Patents and Trademarks that are owned or purported to be owned by Grantor and material to the operation of Grantor's business on an on-going basis filed with the applicable registration office more than fifteen (15) days before the date required for delivery of the notice, and in which Collateral Agent does not already have a perfected security interest (the "Quarterly Report"); provided, however, Grantor may provide a general description of the Copyrights by type.

(b) On a continuing basis upon Collateral Agent's written request, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in

the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be necessary or advisable, or as reasonably requested by Collateral Agent, to perfect Collateral Agent's security interest in all Copyrights, Patents and Trademarks owned or purported to be owned by Grantor and material to the operation of Grantor's business on an on-going basis or the value of the Collateral, and otherwise to carry out the intent and purposes of this Security Agreement in each case to the extent necessary for assuring and confirming to Collateral Agent the grant or perfection of a security interest in all Collateral.

(c) Grantor hereby irrevocably appoints Collateral Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, during the term of the Credit Agreement (i) to modify, in its reasonable discretion, Exhibit A, Exhibit B or Exhibit C of this Security Agreement without first obtaining Grantor's approval of or signature to such modification by amending hereof, as appropriate, to include reference to any material right, title or interest in any Copyrights, Patents or Trademarks that constitute Collateral hereunder and that are acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence and solely during the continuance of an Event of Default, exercise its remedies under the New York Uniform Commercial Code.

**6. EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute an "Event of Default" under this Security Agreement:

(a) An Event of Default occurs under the Credit Agreement or any of the other Loan Documents; or

(b) Grantor breaches any warranty or covenant or agreement in any material respect made by Grantor in this Security Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within fifteen (15) days of the occurrence of such breach following written notice thereof to Grantor.

**7. REMEDIES.** Upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right to exercise all the remedies of a secured party under the New York Uniform Commercial Code, including, without limitation, the right to require Grantor to assemble the Collateral and any tangible property in which Collateral Agent has a security interest and to make it available to Collateral Agent at a place designated by Collateral Agent. Collateral Agent shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Collateral Agent to exercise its rights and remedies upon the occurrence and solely during the continuance of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Collateral Agent in connection with the exercise of any of Collateral Agent's rights pursuant to this Section 7, including, without limitation, any expense incurred in disposing of the Collateral. All of Collateral Agent's rights and remedies with respect to the Collateral shall be cumulative.

**8. INDEMNITY.** Grantor agrees to defend, indemnify and hold harmless Collateral Agent and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Security Agreement to the extent arising from Grantor's gross negligence or willful misconduct ("Claims") and (b) all losses incurred, or paid by any of them to unaffiliated third parties as a result of such Claims under this Security Agreement (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of the gross negligence or willful misconduct of Collateral Agent.

**9. RELEASE OF SECURITY INTEREST.** At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Collateral Agent shall promptly execute and deliver to Grantor all deeds, assignments, releases, terminations, filings and other instruments as may be necessary or proper to release Collateral Agent's security interest hereunder.

**10. NO FAILURE OR DELAY.** No failure or delay on the part of Collateral Agent, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

**11. ATTORNEYS' FEES.** If any action relating to this Security Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

**12. AMENDMENTS.** This Security Agreement may be amended only by a written instrument signed by Collateral Agent and Grantor, except amendments made pursuant to Section 5(c)(i) hereto.

**13. COUNTERPARTS.** This Security Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Each such Security Agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto and telephonic notification that such executed counterparts has been received by Grantor and Collateral Agent.

**14. GOVERNING LAW; JURISDICTION; JURY WAIVER.**

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

(b) THE GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN



SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) GRANTOR AND COLLATERAL AGENT EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SECURITY AGREEMENT AND ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

**15. CONFLICT.** In the event of a conflict between any term and/or provision contained in this Security Agreement with any term and/or provision contained in any of the Loan Documents, the term and/or provision of this Security Agreement shall govern.

**[Signature Pages to Follow]**

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the day and year first above written.

**GRANTOR :**

**PRE-FUNDING GROUP MANAGER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Jeremy Babener

Title: General Counsel

**YELLOWBRICK, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: Jeremy Babener

Title: General Counsel

**COLLATERAL AGENT:**

**DLI LENDING AGENT, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Brendan Ross

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the day and year first above written.

**GRANTOR :**

**PRE-FUNDING GROUP MANAGER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Jeremy Babener

Title: General Counsel

**YELLOWBRICK, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: Jeremy Babener

Title: General Counsel

**COLLATERAL AGENT:**

**DLI LENDING AGENT, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_

Name: Brendan Ross

Title: Chief Executive Officer

**Exhibit A**  
**COPYRIGHTS**

**1. REGISTERED:**

None

**2. UNREGISTERED:**

None

**3. APPLICATIONS IN PROCESS:**

None

**Exhibit B**

**U.S. AND NON U.S. PATENTS AND PATENT APPLICATIONS**

(List patents below or indicate "None")

None

**Exhibit C**

**U.S. AND NON U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

(List marks below or indicate "None")

<b>Registration No.</b>	<b>Pending Application No.</b>	<b>Mark</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Registration Date</b>	<b>Filing Date</b>
4,924,608	N/A	Multistream Capital	First Tier Parent	USA	March 22, 2016	May 6, 2015
4,924,609	N/A	Structured Settlement Multistream	First Tier Parent	USA	March 22, 2016	May 6, 2015

**UNREGISTERED TRADEMARKS:**

(List marks below or indicate "None.")