

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LENDIO, INC.		03/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., AS AGENT		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4185025	LENDIO MAKING SMALL BUSINESS LOANS SIMPL	
Registration Number:	4185023	LENDIO	
Registration Number:	4185024	LENDIO	
Registration Number:	4479913	WE FUEL THE AMERICAN DREAM	
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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	03/29/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of March 29, 2019, by and between HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), LENDIO, INC., a Delaware corporation ("Grantor").

RECITALS

A. Pursuant to the terms set forth in that certain Loan and Security Agreement dated as of the date hereof and as amended, modified, supplemented or otherwise modified from time to time, by and among the several entities from time to time parties as lenders thereto (collectively, referred to as "Lender"), Agent, Grantor, and any other parties thereto from time to time (the "Loan Agreement"), Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in the Loan Agreement. All capitalized terms used but not defined herein have the meanings given to them in the Loan Agreement.

B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Agent of the security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

AGREEMENT

NOW, THEREFORE, Grantor agrees as follows:

1. To secure the Secured Obligations and any other obligations pursuant to the Loan Documents, Grantor grants and pledges to Agent a security interest in all of Grantor's Intellectual Property now or hereafter existing, created, owned, acquired or held (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of the Intellectual Property.

2. This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, shall be cumulative and concurrent.

3. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in connection with which such Grantor have registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Grantors hereby authorize Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantors obtain subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

5. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:

10235 South Jordan Gateway, Suite 410
South Jordan, UT 84095
Attn: Brock Blake

GRANTOR:

LENDIO, INC.

By: 

Name: Brock J. Blake

Title: CEO

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed effective as of the date set forth above.

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: 

Name: Jennifer Choe

Title: Assistant General Counsel

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

Title	Serial Number / Patent Number	Application Date / Issue Date
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
LENDIO MAKING SMALL BUSINESS LOANS SIMPLE	4185025	August 7, 2012
LENDIO	4185023	August 7, 2012
LENDIO	4185024	August 7, 2012
WE FUEL THE AMERICAN DREAM	4479913	February 11, 2014