

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Octane Lending, Inc.		06/11/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Upper90 Capital Management, LLC		
Street Address:	114 West 26th Street		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88443406	OCTANE LENDING	
Serial Number:	88443323	ROADRUNNER FINANCIAL	
Serial Number:	88443431	ROADRUNNER ACCOUNT SERVICES	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	4155911000		
Email:	achan@winston.com		
Correspondent Name:	Laura M. Franco, Esq.		
Address Line 1:	101 California St.		
Address Line 2:	#3500		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	087445.00005		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	06/14/2019		
Total Attachments: 5			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **June 11, 2019** between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **UPPER90 CAPITAL MANAGEMENT, LLC**, as Agent for the Secured Parties (in such capacity, the “**Agent**”) (as defined in the Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Security and Pledge Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain intellectual property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the

security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

OCTANE LENDING, INC.,
as a Grantor

By: 


Name: Jason Guss

Title: Chief Executive Officer

**UPPER90 CAPITAL MANAGEMENT, LLC, as
Administrative Agent**

By: Upper90 Partners GP, LLC, as its managing
member

DocuSigned by:



By: _____

Name: Alex Urdea

Title: Chief Investment officer

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. Trademark Applications:

Applicant	Trademark	Serial Number	Filing Date
Octane Lending, Inc.	OCTANE LENDING	88443406	05/23/2019
Octane Lending, Inc.	ROADRUNNER FINANCIAL	88443323	05/23/2019
Octane Lending, Inc.	ROADRUNNER ACCOUNT SERVICES	88443431	05/23/2019