

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LendUp Technologies, Inc		12/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Mission Lane LLC		
Street Address:	101 Second Street, Ste. 350		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5586866	ARROW CARD	
CORRESPONDENCE DATA			
Fax Number:	2123075598		
<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:	2125030559		
Email:	ksruisi@venable.com		
Correspondent Name:	Venable LLP		
Address Line 1:	1270 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Kristen Ruisi		
SIGNATURE:	/kr/		
DATE SIGNED:	07/08/2019		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 21, 2018 (the "Effective Date"), by and between LendUp Technologies, Inc., a Delaware corporation ("Assignor"); and Mission Lane LLC, a Utah limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and trademark registrations and applications identified on Exhibit A (collectively, the "Trademarks"); and

WHEREAS, Assignor, Assignee and other parties thereto have entered into that certain Asset Purchase Agreement dated as of December 21, 2018 (the "Purchase Agreement") pursuant to which Assignor has agreed to sell, transfer and assign to Assignee and Assignee has agreed to purchase and assume from Assignor certain specified assets, including the Trademarks.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

Section 1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

Section 2. Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and its successors and assigns, irrevocably and exclusively throughout the world, all of Assignor's right, title and interest in and to the Trademarks, together with that portion of Assignor's business connected with the use of and symbolized by the Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the Trademarks, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) related to such Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

Section 3. Cooperation. Assignor agrees to reasonably cooperate with Assignee, at Assignee's expense, to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably requested by Assignee to effect the terms of this Assignment.

Section 4. Specific Performance. The parties hereto agree that irreparable damage would occur to Assignee if any provision of this Assignment were not performed by Assignor in accordance with the

terms hereof and that Assignee shall be entitled to an injunction or injunctions to prevent breaches of this Assignment or to enforce specifically the performance of the terms and provisions of this Assignment in addition to any other remedy to which it is entitled to at law or in equity, in each case without the requirement of posting any bond or other type of security.

Section 5. Terms of the Purchase Agreement. Each of Assignor and Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

Section 6. Succession and Assignment. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment by any party shall relieve such party of any of its obligations hereunder. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

Section 7. Governing Law. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (excluding any rule of law that would cause the application of the laws of any jurisdiction other than the laws of the State of Delaware).

Section 8. Waiver; Amendment. (a) No failure on the part of any Person to exercise any power, right, privilege or remedy under this Assignment, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Assignment, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy; and (b) no Person shall be deemed to have waived any claim arising out of this Assignment, or any power, right, privilege or remedy under this Assignment, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given. This Assignment may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Assignor and Assignee.

Section 9. Headings; Construction. The descriptive headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Assignment. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment.

Section 10. Counterparts. This Assignment may be executed in several counterparts (including by facsimile and electronic delivery (PDF)), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

Section 11. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court or arbitrator of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court or arbitrator making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the

invalid or unenforceable term or provision, and this Assignment shall be enforceable as so modified. In the event such court or arbitrator does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

Section 12. Entire Agreement. This Assignment (together with Exhibit A) sets forth the entire understanding of the parties relating to the subject matter thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter thereof.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

LENDUP TECHNOLOGIES, INC.

By: Sasha Orloff
Name: Sasha Orloff
Title: Chief Executive Officer

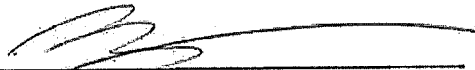
[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006688 FRAME: 0466

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNEE:

MISSION LANE LLC

By: 
Name: Benjamin Tsai
Title: Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006688 FRAME: 0467

Exhibit A
Trademarks

TRADEMARK	US REGISTRATION NUMBER	APPLICATION DATE	REGISTRATION DATE	STATUS	RECORD OWNER
ARROW CARD	5586866	11/22/16	10/16/18	Registered	LendUp Technologies, Inc.
LADDER CARD	87/245766	11/22/16	N/A	Application allowed	LendUp Technologies, Inc.