

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONEYLION INC.		04/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET, SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5184702		
Registration Number:	5184701	LIONLOANS	
Registration Number:	5194292	MONEYLION	
Registration Number:	5194293	LIONPAY	
Registration Number:	5457417		
Registration Number:	5687160	FIT MONEY	
Registration Number:	5796390	AMERICA'S FASTEST LOAN	
Registration Number:	5866802	AMERICA'S MOST POWERFUL FINANCIAL MEMBER	
Registration Number:	5828805		
Registration Number:	5827649	CUB ACCOUNT	
Registration Number:	5856311	LIONOMICS	
Registration Number:	5857575		
Registration Number:	5986055	FINANCIAL HEARTBEAT	
Registration Number:	6003891		
Serial Number:	88259710	IIA INVEST IN AMERICA BY MONEYLION	
Serial Number:	88237723	HERE WE ROAR	
Serial Number:	88248696	HERE WE ROAR	
Serial Number:	88306892	LIONOMICS	

CH \$465.00 5184702

CORRESPONDENCE DATA**Fax Number:** 9193541278*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.***Phone:** 9193143063**Email:** diligencereview@pacwest.com**Correspondent Name:** PACIFIC WESTERN BANK**Address Line 1:** 406 BLACKWELL STREET**Address Line 2:** SUITE 240**Address Line 4:** DURHAM, NORTH CAROLINA 27701

NAME OF SUBMITTER:	NICHOLAS NANCE
SIGNATURE:	S/NICHOLAS NANCE/EPD
DATE SIGNED:	04/20/2020

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 17, 2020 by and between **PACIFIC WESTERN BANK** (“**Bank**”) and **MONEYLION INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of September 27, 2018 (as the same may be amended, modified or supplemented from time to time, including by the First Amendment and Joinder to Loan and Security Agreement dated as of the date hereof, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, “**Intellectual Property Collateral**”).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the

simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

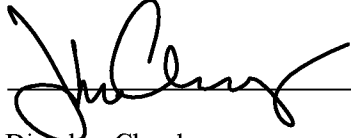
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

MONEYLION INC.

30 West 21st Street, 9th Floor
New York, NY 10010

By:  _____

Name: Diwakar Choubey

Title: President and CEO

BANK:

Address of Bank:

PACIFIC WESTERN BANK

406 Blackwell Street, Suite 240
Durham, NC 27701

By: _____

Attn: Loan Documentation Department

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

MONEYLION INC.

30 West 21st Street, 9th Floor
New York, NY 10010

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

PACIFIC WESTERN BANK

406 Blackwell Street, Suite 240
Durham, NC 27701

By: Elizabeth P. Orsinger

Attn: Loan Documentation Department

Name: Elizabeth P. Orsinger

Title: SVP

TRADEMARK

REEL: 006919 FRAME: 0222

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None		








EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
None		

EXHIBIT C

TRADEMARKS

MARK	Registration/ Application Number	Registration/ Application Date
	5184702	April 18, 2017
LIONLOANS	5184701	April 18, 2017
MONEYLION	5194292	May 2, 2017
LIONPAY	5194293	May 2, 2017
	5457417	May 1, 2018
FIT MONEY	5687160	February 26, 2019
AMERICA'S FASTEST LOAN	5796390	July 2, 2019
AMERICA'S MOST POWERFUL FINANCIAL MEMBERSHIP	5866802	July 9, 2019
	5828805	August 6, 2019
CUB ACCOUNT	5827649	August 6, 2019
LIONOMICS (Category 041)	5856311	September 10, 2019
	5857575	September 10, 2019
FINANCIAL HEARTBEAT	5986055	February 11, 2020
	6003891	March 3, 2020
 Invest in America by MoneyLion	88259710	January 13, 2019
HERE WE ROAR	88237723	December 20, 2018
	88248696	January 3, 2019
LIONOMICS (Category 09)	88306892	February 19, 2019