

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM573104

<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>
Moneylion Inc.		04/17/2020	Corporation: DELAWARE
ML Plus LLC		04/17/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MLi Subdebt Facility 1 LLC		
<b>Street Address:</b>	425 Park Avenue South, Apt. 21B		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5184702		
<b>Registration Number:</b>	5184701	LIONLOANS	
<b>Registration Number:</b>	5194292	MONEYLION	
<b>Registration Number:</b>	5194293	LIONPAY	
<b>Registration Number:</b>	5457417		
<b>Registration Number:</b>	5687160	FIT MONEY	
<b>Registration Number:</b>	5796390	AMERICA'S FASTEST LOAN	
<b>Registration Number:</b>	5866802	AMERICA'S MOST POWERFUL FINANCIAL MEMBER	
<b>Registration Number:</b>	5828805		
<b>Registration Number:</b>	5827649	CUB ACCOUNT	
<b>Registration Number:</b>	5856311	LIONOMICS	
<b>Registration Number:</b>	5857575		
<b>Registration Number:</b>	5986055	FINANCIAL HEARTBEAT	
<b>Registration Number:</b>	6003891		
<b>Serial Number:</b>	88259710	IIA INVEST IN AMERICA BY MONEYLION	
<b>Serial Number:</b>	88237723	HERE WE ROAR	
<b>Serial Number:</b>	88248696	HERE WE ROAR	
<b>Serial Number:</b>	88306892	LIONOMICS	
<b>TRADEMARK</b>			

OP \$465.00 5184702

**CORRESPONDENCE DATA****Fax Number:**

*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:** 8013374500  
**Email:** nwells@legendslaw.com  
**Correspondent Name:** Nicholas D. Wells  
**Address Line 1:** 330 Main St.  
**Address Line 4:** Kaysville, UTAH 84037

<b>NAME OF SUBMITTER:</b>	Nicholas D. Wells
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<b>SIGNATURE:</b>	/Nicholas Wells/
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<b>DATE SIGNED:</b>	04/22/2020
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**Total Attachments: 8**

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source=5 - IP Security Agreement with Schedules - Executed (00129862xC3F98)#page8.tif

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED APRIL 17, 2020 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG PACIFIC WESTERN BANK, MLI SUBDEBT FACILITY 1 LLC, AS SECOND LIEN AGENT, AND THE GRANTORS (AS DEFINED THEREIN) FROM TIME TO TIME PARTY THERETO AND OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT WILL CONTROL.

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of April 17, 2020, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of MLI Subdebt Facility 1 LLC, a Delaware limited liability company, as collateral agent for Lenders (the "Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of April 17, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Collateral Agent, MLI Subdebt Facility 1 LLC, a Delaware limited liability company, as administrative agent for Lenders, Lenders and MoneyLion Inc., a Delaware corporation ("Borrower"), Lenders have agreed to make Credit Extensions (collectively, "Loans") to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises, to induce Lenders to enter into the Credit Agreement, to induce Lenders to make the Loans thereunder, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors, jointly and severally, hereby agree with Collateral Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Credit Agreement.

2. **Grant of Security Interest in Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by

acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Collateral Agent, and grants to Collateral Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following property of such Grantor (the “Collateral”):

(a) all Intellectual Property including, without limitation, that referred to on Schedule I hereto;

(b) all licenses providing for the grant by or to such Grantor of any right under any Intellectual Property, including, without limitation, those referred to on Schedule I hereto;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, reversions and extensions of the foregoing;

(d) all goodwill of the Grantor connected with the use of, and symbolized by, such Intellectual Property; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, that the foregoing is subject in all cases to the exclusions described in the Credit Agreement (including, without limitation, Exhibit A thereof), and shall not include Excluded Assets or any other property of Grantors excluded from the definition of “Collateral” under the Credit Agreement.

**3. Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**4. Credit Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Credit Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent and Lenders with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

**5. Termination.** Upon the payment in full of the Obligations (other than inchoate indemnity obligations), the security interest in the Intellectual Property granted under this Agreement shall automatically terminate, and Collateral Agent shall, at Grantors’ request and

expense, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Intellectual Property under this Agreement.

6. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

8. **Choice of Law, Venue, Jury Trial Waiver.**

(a) **Governing Law.** New York law governs the Loan Documents without regard to principles of conflicts of law. Grantors and Collateral Agent each submit to the exclusive jurisdiction of the State and Federal courts in New York; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Collateral Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Collateral Agent. Grantors expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and each Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Each Grantor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Grantor at the address set forth in, or subsequently provided by Grantors in accordance with, Section 10 of the Credit Agreement and that service so made shall be deemed completed upon the earlier to occur of Grantors' actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

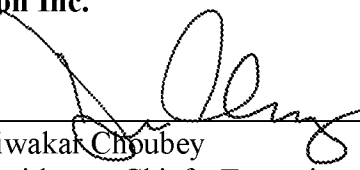
(b) **Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTORS AND COLLATERAL AGENT AND EACH LENDER EACH WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION IN CONNECTION WITH THE LOAN DOCUMENTS, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.**

[SIGNATURE PAGE FOLLOWS]

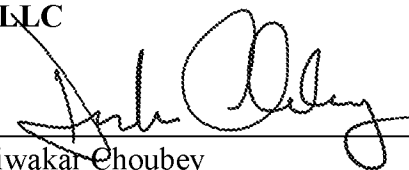
IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**MoneyLion Inc.**

By:   
Name: Diwakar Choubey  
Title: President, Chief Executive Officer and  
Assistant Secretary

**ML Plus LLC**

By:   
Name: Diwakar Choubey  
Title: President and Chief Executive Officer

**COLLATERAL AGENT:**

**MLI SUBDEBT FACILITY 1 LLC**

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



Name: Rohit D Souza

Title: Managing Member

**SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patents:** None.

Name of Patent	Patent Number	Date of Filing	Jurisdiction of Filing	Name of patent holder



**Patent Applications:** None.

Description of Patent Application	Patent Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder





**Patent Licenses:** None.

Name/Date of License Agreement	Name of Licensor	Expiration Date of License



**Trademarks:**

Trademark	Trademark Registration Number	Date of Registration	Jurisdiction of Filing	Name of trademark holder if other than Borrower
	5184702	April 18, 2017	USPTO	
LIONLOANS	5184701	April 18, 2017	USPTO	
MONEYLION	5194292	May 2, 2017	USPTO	
LIONPAY	5194293	May 2, 2017	USPTO	
	5457417	May 1, 2018	USPTO	
FIT MONEY	5687160	February 26, 2019	USPTO	
AMERICA'S FASTEST LOAN	5796390	July 2, 2019	USPTO	
AMERICA'S MOST POWERFUL FINANCIAL MEMBERSHIP	5866802	July 9, 2019	USPTO	



Trademark	Trademark Registration Number	Date of Registration	Jurisdiction of Filing	Name of trademark holder if other than Borrower
	5828805	August 6, 2019	USPTO	
CUB ACCOUNT	5827649	August 6, 2019	USPTO	
LIONOMICS (Category 041)	5856311	September 10, 2019	USPTO	
	5857575	September 10, 2019	USPTO	
FINANCIAL HEARTBEAT	5986055	February 11, 2020	USPTO	
	6003891	March 3, 2020	USPTO	
	5184702	April 18, 2017	USPTO	
LIONLOANS	5184701	April 18, 2017	USPTO	
MONEYLION	5194292	May 2, 2017	USPTO	
LIONPAY	5194293	May 2, 2017	USPTO	

**Trademark Applications:**

Trademark	Trademark Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower
	88259710	January 13, 2019	USPTO	
HERE WE ROAR	88237723	December 20, 2018	USPTO	
	88248696	January 3, 2019	USPTO	
LIONOMICS (Category 09)	88306892	July 16, 2019	USPTO	

**Trademark Licenses:**

Name/Date of License Agreement	Name of Licensor	Expiration Date of License

**Registered Copyrights:** None.

Copyright	Copyright Number	Date of Filing	Jurisdiction of Filing	Name of copyright holder if other than Borrower

**Registered Copyright Applications:** None.

Copyright	Copyright Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower

**Copyright Licenses:** None.

Name/Date of License Agreement	Name of Licensor	Expiration Date of License

**Other Material Intellectual Property Licenses/Agreements:** None.

Name/Date of License / Agreement	Name of Licensor / other party	Expiration Date of License