

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ON DECK CAPITAL, INC.		11/12/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TBK BANK, SSB		
Street Address:	12700 Park Central Drive		
Internal Address:	Suite 1700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75251		
Entity Type:	State Savings Bank: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5423035	MORE MONEY MONDAYS	
Registration Number:	5423030	ONDECK	
Registration Number:	4961256	ONDECK LINE OF CREDIT	
Registration Number:	4700850	ONDECK ADVANTAGE	
Registration Number:	4685807	ONDECK MARKETPLACE	
Registration Number:	4654152	ONDECK SCORE	
Registration Number:	4547259	WE ACTUALLY WANT TO LEND TO SMALL BUSINE	
Registration Number:	4547258	ONDECK	
Registration Number:	4547253	ONDECK	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	16124926842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		

OP \$240.00 5423035

NAME OF SUBMITTER:	Jeffrey R. Cadwell
SIGNATURE:	/Jeffrey R. Cadwell/
DATE SIGNED:	12/22/2020
Total Attachments: 4 source=On Deck Trademark Security Agreement Executed-v1#page1.tif source=On Deck Trademark Security Agreement Executed-v1#page2.tif source=On Deck Trademark Security Agreement Executed-v1#page3.tif source=On Deck Trademark Security Agreement Executed-v1#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this November 12, 2020, by and between the Grantor listed on the signature page hereof ("Grantor") and TBK BANK, SSB ("TBK"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 30, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among ENOVA INTERNATIONAL, INC., a Delaware corporation ("Parent"), certain wholly-owned Restricted Subsidiaries of the Parent party from time to time as borrowers (each such Person and the Parent, individually, a "Borrower" and collectively, the "Borrowers"), the Guarantors, the lenders party thereto (each of such lenders, together with its successors and assigns, is referred to hereinafter as a "Lender" and collectively, as "Lenders") and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Credit Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to the Administrative Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of June 30, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Administrative Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants and pledges to the Administrative Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising, in each case, excluding the Excluded Assets (collectively, the "Trademark Collateral"):

(a) all of its U.S. Trademark registrations, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Administrative Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Credit Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ON DECK CAPITAL, INC.

By: Sean Rahilly
Name: Sean Rahilly
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

TBK BANK, SSB

By: [Signature]
Name: PAUL TRUJILLO
Title: V. P.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule 1

TRADEMARKS

Registered Owner	Mark	Serial No./ Filing Date	Registration No./ Registration Date	Jurisdiction
On Deck Capital, Inc.	MORE MONEY MOND	87569453 August 15, 2017	5423035 March 13, 2018	United States
On Deck Capital, Inc.	ondeck	87569385 August 15, 2017	5423030 March 13, 2018	United States
On Deck Capital, Inc.	ONDECK LINE OF CREDIT	86528888 February 9, 2015	4961256 May 17, 2016	United States
On Deck Capital, Inc.	ONDECK ADVANTAGE	86111516 November 6, 2013	4700850 March 10, 2014	United States
On Deck Capital, Inc.	ONDECK MARKETPLACE	86146799 December 18, 2013	4685807 February 10, 2015	United States
On Deck Capital, Inc.	ONDECK SCORE	86111465 November 6, 2013	4654152 December 9, 2014	United States
On Deck Capital, Inc.	WE ACTUALLY WANT TO LEND TO SMALL BUSINESS	86087293 October 9, 2013	4547259 June 10, 2014	United States
On Deck Capital, Inc.	OnDeck >	86087281 October 9, 2013	4547258 June 10, 2014	United States
On Deck Capital, Inc.	ONDECK	86087205 October 9, 2013	4547253 June 10, 2014	United States