

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LendingPoint Holdings LLC		12/30/2020	Limited Liability Company: DELAWARE
LendingPoint LLC		12/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, as administrative agent and collateral agent		
Street Address:	7255 Woodmont Avenue		
Internal Address:	#200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	5407004	LP LENDINGPOINT	
Registration Number:	4838090	LENDINGPOINT	
Registration Number:	4837919	LENDINGPOINT	
Serial Number:	88499530	THE GIG LIFE	
Serial Number:	88499515	THE GIG LIFE	
Serial Number:	90141314	SDKN	
Serial Number:	88735012	EMPOWERX.COM	
Serial Number:	88775812	ONEMAX	
Registration Number:	6103771	FINCARE PLUS	
Serial Number:	88850655	DEMOCRATIZING CREDIT AND ACCELERATING CO	
Serial Number:	88685451	FC FINCARE PLUS	
Serial Number:	88632264	GIG-READY	
Serial Number:	88632223	WE'RE GIG-READY	
Registration Number:	5396228	EZCAREPOINT	
Registration Number:	5292506	HAPPY HOME LOANS	
Registration Number:	5277863	DESTINATION ANYWHERE	

CH \$615.00 5407004

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5152029	MAKING FAIR, FAIR AGAIN
Registration Number:	5028377	BETTER LOANS. BETTER LIVES
Registration Number:	5023881	INVEST IN YOUR CREDIT STORY
Registration Number:	4862351	REDEFINING WHO CAN ACCESS MONEY AT FAIR
Registration Number:	4854439	REDEFINING WHO IS ABLE ACCESS MONEY AT F
Registration Number:	4952250	THE POINT IS
Registration Number:	4829164	GRADUATIONPROGRAM
Registration Number:	5055759	YOUR SCORE IS NOT YOUR STORY

CORRESPONDENCE DATA

Fax Number: 2126983599

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: 2126983500

Email: patents@dechert.com

Correspondent Name: DECHERT LLP

Address Line 1: THREE BRYANT PARK

Address Line 2: 1095 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10036

NAME OF SUBMITTER: Noah Shier

SIGNATURE: /Noah Shier/

DATE SIGNED: 01/04/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”) is made this December 30, 2020, by and among LendingPoint Holdings LLC, a Delaware limited liability company, LendingPoint LLC, a Delaware limited liability company (each, a “*Grantor*” and, collectively, the “*Grantors*”) and MIDCAP FINANCIAL TRUST (“*MidCap*”), as administrative agent and collateral agent for each member of the Secured Parties (in such capacities, together with its successors and assigns in such capacities, the “*Agent*”) acting pursuant to this Agreement for the benefit of the Secured Parties. All capitalized terms not defined herein shall have the meaning ascribed to them in the Term Loan Agreement or the Security Agreement, as applicable.

RECITALS

WHEREAS, the lenders party thereto from time to time (each individually a “*Lender*” and, collectively, the “*Lenders*”), the Agent, LENDINGPOINT LLC, a Delaware limited liability company (“*Borrower*”), LENDINGPOINT CONSOLIDATED, INC., a Delaware corporation (“*Parent*”), LENDINGPOINT HOLDINGS LLC, a Delaware limited liability company (“*Intermediate Parent*”), LENDINGPOINT 2018-1 FUNDING TRUST (“*Revolver Borrower*”) and the other Credit Parties party thereto from time to time have entered into a Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Term Loan Agreement*”);

WHEREAS, in connection with the Term Loan Agreement, the Credit Parties, including the Grantors, have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to grant and perfect a security interest in all of its owned Copyrights, Patents and Trademarks (collectively, the “*Owned IP*”) and to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. GRANT OF SECURITY INTEREST IN IP COLLATERAL. The Grantors hereby pledge, collaterally assign and transfer to the Agent, and hereby grant to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantors or in which such Grantors now have or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “*IP Collateral*”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

all rights, priorities and privileges relating to the Owned IP, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Owned IP referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

all books, records, and information pertaining to the IP Collateral, and all rights of access to such books, records, and information; and

to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, "IP Collateral" shall not include the Excluded Collateral.

2. SECURITY FOR OBLIGATIONS. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors to the Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantors.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the IP 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 inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If either of the Grantors shall obtain rights to any new Owned IP or become entitled to the benefit of any Owned IP, including any reissue, division or continuation of any Owned IP, the provisions of this Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Owned IP of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS; ELECTRONIC EXECUTION. This 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 Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall at the request of the Agent deliver an original executed counterpart of this

Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

6. CONSTRUCTION. The provisions of Section 1.4, 1.5, 1.6 and 1.7 of the Term Loan Agreement shall be incorporated by reference herein *mutatis mutandis*.

7. CHOICE OF LAW. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

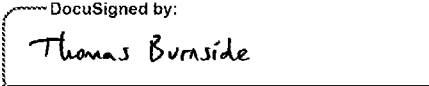
8. RELEASE OF LIENS. The provisions of Section 14.4 of the Term Loan Agreement shall be incorporated by reference herein *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

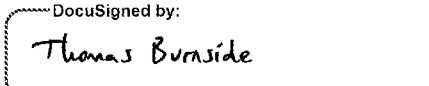
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

LENDINGPOINT HOLDINGS LLC,
a Delaware limited liability company

By: 
Name: Thomas Burnside
Title: Chief Executive Officer

LENDINGPOINT LLC,
a Delaware limited liability company

By: 
Name: Thomas Burnside
Title: Chief Executive Officer

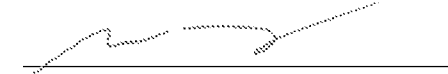
AGENT:

MIDCAP FINANCIAL TRUST,
as Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC
its general partner

By:



Name: Maurice Amsellem
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007154 FRAME: 0021

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Pending & Registered Trademarks

<u>Credit Party</u>	<u>Jurisdiction</u>	<u>Serial Number, Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
LendingPoint Holdings LLC	US	87545598; 5407004	February 20, 2018	July 27, 2017	LendingPoint Holdings LLC	LP LendingPoint
LendingPoint Holdings LLC	US	86412678; 4838090	October 20, 2015	October 2, 2014	LendingPoint Holdings LLC	LendingPoint
LendingPoint Holdings LLC	US	86363857; 4837919	October 20, 2015	August 12, 2014	LendingPoint Holdings LLC	LendingPoint
LendingPoint Holdings LLC	US	88499530		July 3, 2019	LendingPoint Holdings LLC	The Gig Life
LendingPoint Holdings LLC	US	88499515		July 3, 2019	LendingPoint Holdings LLC	The Gig Life
LendingPoint Holdings LLC	US	90141314		August 27, 2020	LendingPoint Holdings LLC	SDKN
LendingPoint Holdings LLC	US	88735012		December 20, 2019	LendingPoint Holdings LLC	EmpowerX.com
LendingPoint Holdings LLC	US	88775812		January 28, 2020	LendingPoint Holdings LLC	OneMax
LendingPoint Holdings LLC	US	88678757; 6103771	July 14, 2020	November 4, 2019	LendingPoint Holdings LLC	Fincare Plus

<u>Credit Party</u>	<u>Jurisdiction</u>	<u>Serial Number, Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
LendingPoint Holdings LLC	US	88850655		March 27, 2020	LendingPoint Holdings LLC	Democratizing Credit and Accelerating Commerce
LendingPoint Holdings LLC	US	88685451		November 8, 2019	LendingPoint Holdings LLC	FC Fincare Plus
LendingPoint Holdings LLC	US	88632264		September 26, 2019	LendingPoint Holdings LLC	Gig-Ready
LendingPoint Holdings LLC	US	88632223		September 26, 2019	LendingPoint Holdings LLC	We're Gig-Ready
LendingPoint Holdings LLC	US	87533703; 5396228	February 6, 2018	July 19, 2017	LendingPoint Holdings LLC	ezCarePoint
LendingPoint Holdings LLC	US	87115276; 5292506	September 19, 2017	July 25, 2016	LendingPoint Holdings LLC	Happy Home Loans
LendingPoint Holdings LLC	US	87115297; 5277863	August 29, 2017	July 25, 2016	LendingPoint Holdings LLC	Destination Anywhere
LendingPoint Holdings LLC	US	86736565; 5152029	February 28, 2017	August 25, 2015	LendingPoint Holdings LLC	Making Fair, Fair Again
LendingPoint Holdings LLC	US	86698625; 5028377	August 23, 2016	July 20, 2015	LendingPoint Holdings LLC	Better Loans, Better Lives
LendingPoint Holdings LLC	US	86685002; 5023881	August 16, 2016	July 7, 2015	LendingPoint Holdings LLC	Invest In Your Credit Story

<u>Credit Party</u>	<u>Jurisdiction</u>	<u>Serial Number, Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
LendingPoint Holdings LLC	US	86549892; 4862351	December 1, 2015	March 2, 2015	LendingPoint Holdings LLC	Redefining Who Can Access Money At Fair Rates
LendingPoint Holdings LLC	US	86548088; 4854439	November 17, 2015	February 27, 2015	LendingPoint Holdings LLC	Redefining Who Is Able Access Money At Fair Rates
LendingPoint Holdings LLC	US	86443030; 4952250	May 3, 2016	November 3, 2014	LendingPoint Holdings LLC	The Point Is
LendingPoint Holdings LLC	US	86412179; 4829164	October 6, 2015	October 1, 2014	LendingPoint Holdings LLC	GraduationProgram
LendingPoint LLC	US	86696672; 5055759	October 4, 2016	July 17, 2015	LendingPoint LLC	Your Score Is Not Your Story
LendingPoint Holdings LLC	US	86685002; 5023881	August 16, 2016	July 7, 2015	LendingPoint Holdings LLC	Invest In Your Credit Story