

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631952

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ASPIRATION PARTNERS, INC.		03/12/2021	Corporation: DELAWARE
ASPIRATION INSURANCE AGENCY, LLC		03/12/2021	Limited Liability Company: DELAWARE
MAKE EARTH GREEN AGAIN, LLC		03/12/2021	Limited Liability Company: DELAWARE
ASPIRATION CARD SERVICES, LLC		03/12/2021	Limited Liability Company: DELAWARE
ASPIRATION SUSTAINABILITY SERVICES, LLC		03/12/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	INHERENT GROUP, LP
Street Address:	510 LaGuardia Place
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Serial Number:	85967604	ASPIRATION PARTNERS
Serial Number:	86260956	ELITE INVESTMENTS
Serial Number:	86260957	BRINGING ELITE INVESTMENTS TO EVERYDAY I
Serial Number:	86260958	PAY WHAT IS FAIR
Serial Number:	86260959	ASPIRATION
Serial Number:	86260960	PUT YOUR MONEY WHERE YOUR HEART IS
Serial Number:	86260962	EDGE FUNDS
Serial Number:	86274356	ASPIRATION DO WELL. DO GOOD.
Serial Number:	86482223	DIMES WORTH OF DIFFERENCE
Serial Number:	87310463	CHANGE YOUR BANK. CHANGE YOUR WORLD.

OP \$1465.00 85967604

Property Type	Number	Word Mark
Serial Number:	87311680	FINANCIAL FIRM WITH A CONSCIENCE
Serial Number:	87311847	A FINANCIAL FIRM YOU CAN FALL IN LOVE WI
Serial Number:	87321588	GREEN - NOT GREED
Serial Number:	87321615	CHANGE YOUR INVESTMENTS. CHANGE YOUR WOR
Serial Number:	87322115	HIGH ROAD COMPANIES AND LOW ROAD COMPANI
Serial Number:	87324420	ASPIRATION CHECKING
Serial Number:	87389701	ASPIRATION IMPACT MEASUREMENT
Serial Number:	87389707	AIM
Serial Number:	87391503	AIM SCORE
Serial Number:	87391511	MOVE YOUR MONEY. CHANGE YOUR WORLD.
Serial Number:	87401813	MAKE CHANGE
Serial Number:	87621776	SUSTAINABILITY FOOTPRINT
Serial Number:	87621787	SUSTAINABILITY SCORECARD
Serial Number:	87652749	HIGH ROAD BUSINESSES AND LOW ROAD BUSINE
Serial Number:	87682789	YOUR MONEY CAN CHANGE YOUR WORLD
Serial Number:	87682806	MAKE YOUR MONEY MATTER
Serial Number:	87682826	CHANGE YOUR WORLD
Serial Number:	87682835	JUST REWARDS CARD
Serial Number:	87682846	PAY WHATEVER IS FAIR
Serial Number:	87682853	FEES ARE UP TO YOU
Serial Number:	87682861	PAY WHAT IS RIGHT
Serial Number:	87682884	CONSCIENCE BUILT IN
Serial Number:	87687475	PAY THE FEE YOU WANT
Serial Number:	87687481	PAY ONLY WHAT YOU THINK IS FAIR
Serial Number:	87687492	CHOOSE A FEE THAT IS FAIR
Serial Number:	87687508	YOUR FEES YOUR WAY
Serial Number:	87687512	TIP WHAT YOU WANT
Serial Number:	87687519	PICK YOUR TIP
Serial Number:	88116406	TRACK YOUR IMPACT
Serial Number:	88116433	SUSTAINABILITY SCORE
Serial Number:	88116459	ASPIRATION SPEND ACCOUNT
Serial Number:	88116466	ASPIRATION SAVE ACCOUNT
Serial Number:	88116475	PEOPLE SCORE
Serial Number:	88116483	PLANET SCORE
Serial Number:	88167967	ASPIRATION
Serial Number:	88168000	ASPIRATION DO WELL. DO GOOD.
Serial Number:	88276672	MAKE EARTH GREEN AGAIN
Serial Number:	88276695	MAKE EARTH GREEN AGAIN

Property Type	Number	Word Mark
Serial Number:	88595483	SWIPE FOR GOOD
Serial Number:	88595484	SWIPE FOR GREEN
Serial Number:	88595485	THE GOOD ECONOMY
Serial Number:	88808163	SPEND & SAVE
Serial Number:	88808175	PLANT YOUR CHANGE
Serial Number:	90014480	ASPIRATION PLUS
Serial Number:	90192092	CONSCIENCE COALITION
Serial Number:	90288301	A
Serial Number:	90288305	ASPIRATION PLANET PROTECTION
Serial Number:	90288315	PLANET PROTECTION

CORRESPONDENCE DATA

Fax Number: 2033255001

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: 2033255049

Email: mholmes@fdh.com

Correspondent Name: Matthew Holmes

Address Line 1: Six Landmark Square

Address Line 2: Floor Six

Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER: Matthew Holmes

SIGNATURE: /Matthew Holmes/

DATE SIGNED: 03/15/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) is made as of March 12, 2021 (the “Effective Date”) between each of the signatories hereto (collectively, the “Grantors”) in favor of INHERENT GROUP, LP, as the collateral agent (together with its permitted successors in such capacity, the “Collateral Agent”) on behalf of the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 12, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “Intellectual Property Collateral”):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 U.S.C. §901 of the U.S. Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “Copyrights”).

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit

arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Patents”).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”).

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trade Secrets”).

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1 hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

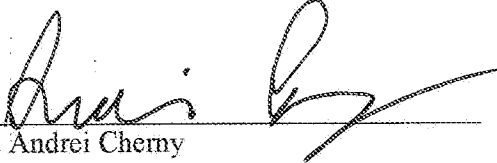
Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Note. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to

those set forth in the Pledge and Security Agreement and the Note, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Note, the provisions of the Pledge and Security Agreement or the Note shall govern.


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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

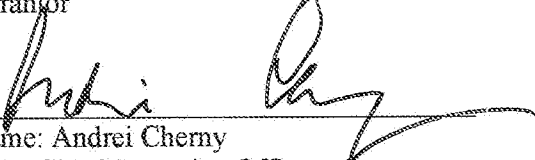
ASPIRATION PARTNERS, INC.,
as a Grantor

By: 
Name: Andrei Cherny
Title: Chief Executive Officer

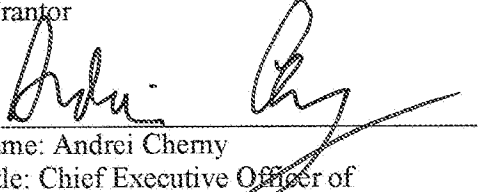
ASPIRATION INSURANCE AGENCY, LLC,
as a Grantor

By: 
Name: Andrei Cherny
Title: Chief Executive Officer of
Aspiration Partners, Inc.

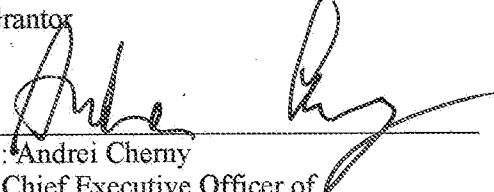
MAKE EARTH GREEN AGAIN, LLC,
as a Grantor

By: 
Name: Andrei Cherny
Title: Chief Executive Officer of
Aspiration Partners, Inc.

ASPIRATION CARD SERVICES, LLC,
as a Grantor

By: 
Name: Andrei Cherny
Title: Chief Executive Officer of
Aspiration Partners, Inc.

ASPIRATION SUSTAINABILITY SERVICES, LLC,
as a Grantor

By: 
Name: Andrei Cherny
Title: Chief Executive Officer of
Aspiration Partners, Inc.

INHERENT GROUP, LP,
as Collateral Agent

By: Inherent Group GP, LLC, as its General Partner

By: 
Name: Danielle Schaefer
Title: Chief Financial Officer

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

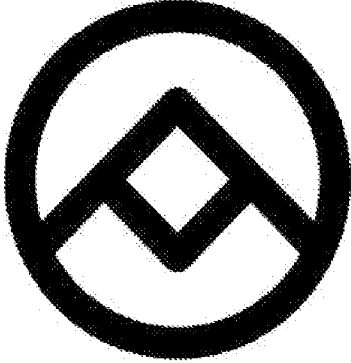
None.

Trademarks

Country	Mark	Filing Date	Serial No.	Status
USA	ASPIRATION PARTNERS	6/24/2013	85967604	Active
USA	ELITE INVESTMENTS	4/23/2014	86260956	Active
USA	BRINGING ELITE INVESTMENTS TO EVERYDAY INVESTORS	4/23/2014	86260957	Active
USA	PAY WHAT IS FAIR	4/23/2014	86260958	Active
USA	ASPIRATION	4/24/2014	86260959	Active
USA	PUT YOUR MONEY WHERE YOUR HEART IS	4/24/2014	86260960	Active
USA	EDGE FUNDS	4/24/2014	86260962	Active
USA	Aspiration Do Well. Do Good.	5/7/2014	86274356	Active
USA	DIMES WORTH OF DIFFERENCE	12/16/2014	86482223	Active
USA	CHANGE YOUR BANK. CHANGE YOUR WORLD.	1/23/2017	87310463	Active
USA	FINANCIAL FIRM WITH A CONSCIENCE	1/24/2017	87311680	Active
USA	A FINANCIAL FIRM YOU CAN FALL IN LOVE WITH	1/24/2017	87311847	Active
USA	GREEN - NOT GREED	2/2/2017	87321588	Active

Country	Mark	Filing Date	Serial No.	Status
USA	CHANGE YOUR INVESTMENTS. CHANGE YOUR WORLD.	2/2/2017	87321615	Active
USA	HIGH ROAD COMPANIES AND LOW ROAD COMPANIES.	2/2/2017	87322115	Active
USA	ASPIRATION CHECKING	2/3/2017	87324420	Active
USA	ASPIRATION IMPACT MEASUREMENT	3/29/2017	87389701	Active
USA	AIM	3/29/2017	87389707	Active
USA	AIM SCORE	3/29/2017	87391503	Active
USA	MOVE YOUR MONEY. CHANGE YOUR WORLD.	3/29/2017	87391511	Active
USA	MAKE CHANGE	4/6/2017	87401813	Active
USA	SUSTAINABILITY FOOTPRINT	9/25/2017	87621776	Active
USA	SUSTAINABILITY SCORECARD	9/25/2017	87621787	Active
USA	HIGH ROAD BUSINESSES AND LOW ROAD BUSINESSES	10/19/2017	87652749	Active
USA	YOUR MONEY CAN CHANGE YOUR WORLD	11/13/2017	87682789	Active
USA	MAKE YOUR MONEY MATTER	11/13/2017	87682806	Active
USA	CHANGE YOUR WORLD	11/13/2017	87682826	Active
USA	JUST REWARDS CARD	11/13/2017	87682835	Active
USA	PAY WHATEVER IS FAIR	11/13/2017	87682846	Active
USA	FEES ARE UP TO YOU	11/13/2017	87682853	Active
USA	PAY WHAT IS RIGHT	11/13/2017	87682861	Active
USA	CONSCIENCE BUILT IN	11/13/2017	87682884	Active
USA	PAY THE FEE YOU WANT	11/16/2017	87687475	Active

Country	Mark	Filing Date	Serial No.	Status
USA	PAY ONLY WHAT YOU THINK IS FAIR	11/16/2017	87687481	Active
USA	CHOOSE A FEE THAT IS FAIR	11/16/2017	87687492	Active
USA	YOUR FEES YOUR WAY	11/16/2017	87687508	Active
USA	TIP WHAT YOU WANT	11/16/2017	87687512	Active
USA	PICK YOUR TIP	11/16/2017	87687519	Active
USA	TRACK YOUR IMPACT	9/13/2018	88116406	Active
USA	SUSTAINABILITY SCORE	9/13/2018	88116433	Active
USA	ASPIRATION SPEND ACCOUNT	9/13/2018	88116459	Active
USA	ASPIRATION SAVE ACCOUNT	9/13/2018	88116466	Active
USA	PEOPLE SCORE	9/13/2018	88116475	Active
USA	PLANET SCORE	9/13/2018	88116483	Active
USA	ASPIRATION	10/24/2018	88167967	Active
USA	Aspiration Do Well. Do Good.	10/24/2018	88168000	Active
USA	MAKE EARTH GREEN AGAIN	1/25/2019	88276672	Active
USA	MAKE EARTH GREEN AGAIN	1/25/2019	88276695	Active
USA	SWIPE FOR GOOD	8/28/2019	88595483	Active
USA	SWIPE FOR GREEN	8/28/2019	88595484	Active
USA	THE GOOD ECONOMY	8/28/2019	88595485	Active
USA	SPEND & SAVE	2/24/2020	88808163	Active
USA	PLANT YOUR CHANGE	2/24/2020	88808175	Active
USA	ASPIRATION PLUS	6/22/2020	90014480	Active
USA	CONSCIENCE COALITION	9/18/2020	90192092	Active

Country	Mark	Filing Date	Serial No.	Status
USA		10/29/2020	90288301	Active
USA	ASPIRATION PLANET PROTECTION	10/29/2020	90288305	Active
USA	PLANET PROTECTION	10/29/2020	90288315	Active

Patent Applications

Country	Title	Filing Date	Application No. / Publication No.	Status
USA	SYSTEM AND METHOD FOR DETERMINING IMPACT MEASUREMENT SCORES BASED UPON CONSUMER TRANSACTIONS	8/7/2017	15/671000 2018/030032	Pending
USA	SYSTEM AND METHOD FOR USER-SET FEES FOR FINANCIAL SERVICES	2/6/2019	16/268835 2020/0175599	Pending

Licenses

None.