

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652208

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Align Mint, LLC		06/03/2021	Limited Liability Company: DELAWARE
CNU Online Holdings, LLC		06/03/2021	Limited Liability Company: DELAWARE
Enova International, Inc.		06/03/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TBK Bank, SSB
Street Address:	12700 Park Central Drive, Suite 1700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75251
Entity Type:	State Savings Bank: TEXAS

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Serial Number:	90139943	ALIGN INCOME SHARE FUNDING
Registration Number:	5693684	C CNU
Registration Number:	5852849	C CNU
Registration Number:	5693685	C CNU
Registration Number:	5693686	C CNU
Registration Number:	5692929	CASHNETUSA
Registration Number:	5692962	CASHNETUSA
Registration Number:	5698607	CASHNETUSA UPSWING
Registration Number:	5829554	CASHNETUSA UPSWING
Registration Number:	5699377	CASHNETUSA UPSWING
Registration Number:	5783070	CHIWITCON
Registration Number:	5611872	CHIWITCON
Registration Number:	5536023	CREDITME
Registration Number:	5536024	CREDITME
Registration Number:	5536022	CREDITME
Registration Number:	5652698	DATA TO ANALYTICS TO ACTION

OP \$1490.00 90139943

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5424006	ENOVA
Registration Number:	5740005	E ENOVA
Registration Number:	6049146	EDC COMPOSE
Registration Number:	6049145	EDC HARMONIZE
Registration Number:	6049143	EDC LISTEN
Registration Number:	6049144	EDC ORCHESTRATE
Registration Number:	5424009	ENOVA
Registration Number:	5740004	ENOVA
Registration Number:	5492735	ENOVA DECISIONS
Registration Number:	5503504	ENOVADECISIONS
Registration Number:	6322927	ENOVA DECISIONS CLOUD
Registration Number:	5652699	ENOVADECISIONS DATA TO ANALYTICS TO ACTI
Registration Number:	5652700	ENOVADECISIONS DATA TO ANALYTICS TO ACTI
Registration Number:	5652701	ENOVADECISIONS DATA TO ANALYTICS TO ACTI
Registration Number:	5503503	ENOVADECISIONS
Registration Number:	5503505	ENOVADECISIONS
Registration Number:	5413339	ENOVADECISIONS REAL-TIME ANALYTICS
Registration Number:	5330395	ENOVA DECISIONS SMART ALERTS
Registration Number:	5251899	ENOVA DECISIONS SMART CREDIT
Registration Number:	5514190	ENOVA DECISIONS SMART OFFERS
Registration Number:	4919297	ENOVE
Registration Number:	5651682	HEADWAY CAPITAL
Registration Number:	5330126	MY RIGHTFIT TOOL
Registration Number:	5370309	NC FINANCIAL
Registration Number:	5423496	NETCREDIT
Registration Number:	5813761	NETCREDIT A MORE PERSONAL LOAN
Registration Number:	5675571	NETCREDIT A MORE PERSONAL LOAN
Registration Number:	5675570	NETCREDIT A MORE PERSONAL LOAN
Registration Number:	5643792	NETCREDIT
Registration Number:	5675572	NETCREDIT
Registration Number:	5643791	NETCREDIT
Registration Number:	5370313	OS FINANCIAL
Registration Number:	5370786	SMART COLLECTIONS
Registration Number:	5498253	SMART COLLECTIONS
Registration Number:	5347102	SMART RETENTION
Registration Number:	5596086	SMART RETENTION
Registration Number:	5536029	SOCIAL PROOF
Registration Number:	5536027	SOCIAL PROOF

Property Type	Number	Word Mark
Registration Number:	5536028	SOCIAL PROOF
Registration Number:	5428519	TRUE LINE OF CREDIT
Registration Number:	5291561	TRUE RELATIONSHIP NETWORK
Registration Number:	5657205	UPSWING
Registration Number:	5341010	

CORRESPONDENCE DATA

Fax Number: 3036293450

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: 303-629-3400

Email: burtner.jody@dorsey.com

Correspondent Name: Jody L. Burtner

Address Line 1: 1400 Wewatta Street, Suite 400

Address Line 2: IP Department

Address Line 4: Denver, COLORADO 80202-5549

ATTORNEY DOCKET NUMBER: 504002-58

NAME OF SUBMITTER: Jody L. Burtner

SIGNATURE: /Jody L. Burtner/

DATE SIGNED: 06/07/2021

Total Attachments: 9

- source=Supplemental Trademark Security Agreement - Fifth Amendment - TBK Enova#page1.tif
- source=Supplemental Trademark Security Agreement - Fifth Amendment - TBK Enova#page2.tif
- source=Supplemental Trademark Security Agreement - Fifth Amendment - TBK Enova#page3.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this June 3, 2021, by and among the Grantors listed on the signature page hereof (“Grantors”) 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”).

WITNESSETH:

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 each 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, each 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, each 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. Each 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 such 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 each 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 each 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 such 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. Each 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.

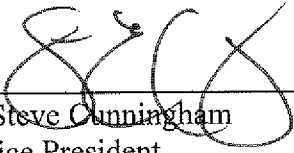
5. AUTHORIZATION TO SUPPLEMENT. Without limiting any Grantor's obligations under this Section, each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding 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.

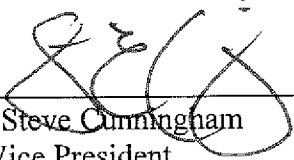
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED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

[SIGNATURE PAGE FOLLOWS]

ALIGN MINT, LLC
a Delaware limited liability company

By: 
Name: Steve Cunningham
Title: Vice President

CNU ONLINE HOLDINGS, LLC
a Delaware limited liability company

By: 
Name: Steve Cunningham
Title: Vice President

ENOVA INTERNATIONAL, INC.

a Delaware corporation

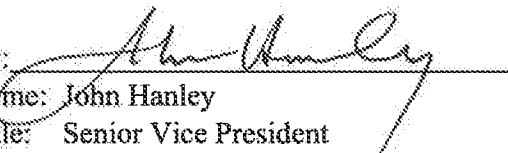
By: _____

Name: Steve Cunningham

Title: Chief Financial Officer




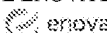
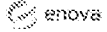
ADMINISTRATIVE AGENT: ACCEPTED AND ACKNOWLEDGED BY:

TBK BANK, SSB




By: 
Name: John Hanley
Title: Senior Vice President

Schedule 1

TRADEMARKS

Registered Owner	Mark	Serial No. Filing Date	Registration No. Registration Date	Jurisdiction
Align Mint, LLC	ALIGN INCOME SHARE FUNDING	90/139943 8/26/2020		United States of America
CNU Online Holdings, LLC	C CNU Social Icon Logo (B/W) 	87/979580 11/28/2017	5693684 3/5/2019	United States of America
CNU Online Holdings, LLC	C CNU Social Icon Logo (Color) 	87/981314 11/28/2017	5852849 9/3/2019	United States of America
CNU Online Holdings, LLC	C CNU Social Icon Reverse Logo (B/W) 	87/979581 11/28/2017	5693685 3/5/2019	United States of America
CNU Online Holdings, LLC	C CNU Social Icon Reverse Logo (Color) 	87/979585 11/28/2017	5693686 3/5/2019	United States of America
CNU Online Holdings, LLC	CASHNETUSA Refreshed Logo (B/W) CashNetUSA	87/689738 11/17/2017	5692929 3/5/2019	United States of America
CNU Online Holdings, LLC	CASHNETUSA Refreshed Logo (Color) 	87/699924 11/28/2017	5692962 3/5/2019	United States of America
CNU Online Holdings, LLC	CASHNETUSA UPSWING Logo (B/W) CashNetUSA UPSWING	87/699941 11/28/2017	5698607 3/12/2019	United States of America
CNU Online Holdings, LLC	CASHNETUSA UPSWING Logo (Color) 	87/699955 11/28/2017	5829554 8/6/2019	United States of America
CNU Online Holdings, LLC	CASHNETUSA UPSWING Logo (Color) 	87/979605 11/28/2017	5699377 3/12/2019	United States of America
CNU Online Holdings, LLC	CHIWITCON (logo) 	87/875117 4/12/2018	5783070 6/18/2019	United States of America
CNU Online Holdings, LLC	CHIWITCON (word)	87/875105 4/12/2018	5611872 11/20/2018	United States of America
CNU Online Holdings, LLC	CREDITME	86/433074 10/23/2014	5536023 8/7/2018	United States of America
CNU Online Holdings, LLC	CREDITME (B/W Logo) CreditMe	86/433087 10/23/2014	5536024 8/7/2018	United States of America
CNU Online Holdings, LLC	CREDITME (Color Logo) 	86/433063 10/23/2014	5536022 8/7/2018	United States of America
CNU Online Holdings, LLC	DATA TO ANALYTICS TO ACTION	87/683897 11/14/2017	5652698 1/15/2019	United States of America
CNU Online Holdings, LLC	E ENOVA Logo (Color) 	86/983579 6/25/2015	5424006 3/13/2018	United States of America
CNU Online Holdings, LLC	E ENOVA Logo (Color) 	86/674218 6/25/2015	5740005 4/30/2019	United States of America
CNU Online Holdings, LLC	EDC COMPOSE	88/363835 3/29/2019	6049146 5/5/2020	United States of America
CNU Online Holdings, LLC	EDC HARMONIZE	88/363830 3/29/2019	6049145 5/5/2020	United States of America
CNU Online Holdings, LLC	EDC LISTEN	88/363816 3/29/2019	6049143 5/5/2020	United States of America
CNU Online Holdings, LLC	EDC ORCHESTRATE	88/363823 3/29/2019	6049144 5/5/2020	United States of America

Registered Owner	Mark	Serial No. Filing Date	Registration No. Registration Date	Jurisdiction
CNU Online Holdings, LLC	ENOVA	86/983622 6/25/2015	5424009 3/13/2018	United States of America
CNU Online Holdings, LLC	ENOVA	86/674206 6/25/2015	5740004 4/30/2019	United States of America
CNU Online Holdings, LLC	ENOVA DECISIONS	86/983819 11/11/2015	5492735 6/12/2018	United States of America
CNU Online Holdings, LLC	ENOVA DECISIONS	86/841906 12/8/2015	5503504 6/26/2018	United States of America
CNU Online Holdings, LLC	ENOVA DECISIONS CLOUD	88/363806 3/29/2019	6322927 4/13/2021	United States of America
CNU Online Holdings, LLC	ENOVA DECISIONS DATA TO ANALYTICS TO ACTION (Color Logo) 	87/683909 11/14/2017	5652699 1/15/2019	United States of America
CNU Online Holdings, LLC	ENOVA DECISIONS DATA TO ANALYTICS TO ACTION (Grayscale Logo) 	87/683915 11/14/2017	5652700 1/15/2019	United States of America
CNU Online Holdings, LLC	ENOVA DECISIONS DATA TO ANALYTICS TO ACTION (Reverse Color Logo) 	87/683922 11/14/2017	5652701 1/15/2019	United States of America
CNU Online Holdings, LLC	ENOVA DECISIONS Logo (B/W) 	86/841904 12/8/2015	5503503 6/26/2018	United States of America
CNU Online Holdings, LLC	ENOVA DECISIONS Logo (White and Orange, Dark Navy Gray Background) 	86/841908 12/8/2015	5503505 6/26/2018	United States of America
CNU Online Holdings, LLC	ENOVA DECISIONS REAL-TIME ANALYTICS	86/844979 12/10/2015	5413339 2/27/2018	United States of America
CNU Online Holdings, LLC	ENOVA DECISIONS SMART ALERTS	86/900650 2/8/2016	5330395 11/7/2017	United States of America
CNU Online Holdings, LLC	ENOVA DECISIONS SMART CREDIT	86/900441 2/8/2016	5251899 7/25/2017	United States of America
CNU Online Holdings, LLC	ENOVA DECISIONS SMART OFFERS	86/900657 2/8/2016	5514190 7/10/2018	United States of America
CNU Online Holdings, LLC	ENOVE	86/487264 12/20/2014	4919297 3/15/2016	United States of America
CNU Online Holdings, LLC	HEADWAY CAPITAL	87/978498 8/16/2017	5651682 1/8/2019	United States of America
CNU Online Holdings, LLC	MY RIGHTFIT TOOL	86/617380 5/1/2015	5330126 11/7/2017	United States of America
CNU Online Holdings, LLC	NC FINANCIAL	86/235013 3/28/2014	5370309 1/2/2018	United States of America
CNU Online Holdings, LLC	NETCREDIT	87/608197 9/14/2017	5423496 3/13/2018	United States of America
CNU Online Holdings, LLC	NETCREDIT A MORE PERSONAL LOAN (B&W) 	86/685747 7/7/2015	5813761 7/23/2019	United States of America
CNU Online Holdings, LLC	NETCREDIT A MORE PERSONAL LOAN (Color) 	86/685691 7/7/2015	5675571 2/12/2019	United States of America
CNU Online Holdings, LLC	NETCREDIT A MORE PERSONAL LOAN (Reversed Color) 	86/685641 7/7/2015	5675570 2/12/2019	United States of America
CNU Online Holdings, LLC	NETCREDIT Logo (B&W) 	86/685767 7/7/2015	5643792 1/1/2019	United States of America
CNU Online Holdings, LLC	NETCREDIT Logo (Color) 	86/685725 7/7/2015	5675572 2/12/2019	United States of America
CNU Online Holdings, LLC	NETCREDIT Logo (Reversed Color) 	86/685661 7/7/2015	5643791 1/1/2019	United States of America

Registered Owner	Mark	Serial No. Filing Date	Registration No. Registration Date	Jurisdiction
CNU Online Holdings, LLC	OS FINANCIAL	86/237478 3/31/2014	5370313 1/2/2018	United States of America
CNU Online Holdings, LLC	SMART COLLECTIONS	86/983015 2/8/2016	5370786 1/2/2018	United States of America
CNU Online Holdings, LLC	SMART COLLECTIONS	86/900485 2/8/2016	5498253 6/19/2018	United States of America
CNU Online Holdings, LLC	SMART RETENTION	86/983233 2/8/2016	5347102 11/28/2017	United States of America
CNU Online Holdings, LLC	SMART RETENTION	86/900478 2/8/2016	5596086 10/30/2018	United States of America
CNU Online Holdings, LLC	SOCIAL PROOF	86/437174 10/28/2014	5536029 8/7/2018	United States of America
CNU Online Holdings, LLC	SOCIAL PROOF (Logo in B/W) 	86/437140 10/28/2014	5536027 8/7/2018	United States of America
CNU Online Holdings, LLC	SOCIAL PROOF (Logo in Color) 	86/437150 10/28/2014	5536028 8/7/2018	United States of America
CNU Online Holdings, LLC	TRUE LINE OF CREDIT	87/629878 10/2/2017	5428519 3/20/2018	United States of America
CNU Online Holdings, LLC	TRUE RELATIONSHIP NETWORK	86/721510 8/11/2015	5291561 9/19/2017	United States of America
CNU Online Holdings, LLC	UPSWING (word)	87/659059 10/25/2017	5657205 1/15/2019	United States of America
Enova International, Inc.	E Logo (Color) 	86/240058 4/2/2014	5341010 11/21/2017	United States of America