

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM673931

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MLi Subdebt Facility 1 LLC, as Existing Collateral Agent		09/09/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Management Advisors, LLC, as successor Collateral Agent		
<b>Street Address:</b>	311 SOUTH WACKER DRIVE		
<b>Internal Address:</b>	64TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<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>Registration Number:</b>	6030281	IIA INVEST IN AMERICA BY MONEYLION	
<b>Serial Number:</b>	88237723	HERE WE ROAR	
<b>Serial Number:</b>	88248696	HERE WE ROAR	

CH \$465.00 5184702

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88306892	LIONOMICS

**CORRESPONDENCE DATA**

**Fax Number:** 2125935955

*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:** 212-756-2132

**Email:** scott.kareff@srz.com

**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP

**Address Line 1:** 919 Third Avenue

**Address Line 2:** 25th Floor

**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 059816-0019

**NAME OF SUBMITTER:** Scott Kareff (059816-0019)

**SIGNATURE:** /kc for sk/

**DATE SIGNED:** 09/13/2021

**Total Attachments: 6**

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ASSIGNMENT OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY COLLATERAL

THIS ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (“Assignment”) dated as of September 9, 2021, from MLI Subdebt Facility 1, LLC, as Collateral Agent for the Lenders (in such capacity as Collateral Agent, the “Existing Collateral Agent”), to Monroe Capital Management Advisors, LLC, as the successor Collateral Agent for the Lenders (together with its successors and assigns, the “Successor Collateral Agent”). All terms capitalized but not otherwise defined herein shall have the meanings as in the IP Security Agreement as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of April 17, 2020 made by MoneyLion, Inc., a Delaware corporation and ML Plus LLC, a Delaware limited liability company (each a “Grantor” and, collectively, the “Grantors”), in favor of the Existing Collateral Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on April 22, 2020 at Reel 6921, Frame 0237 (the “IP Security Agreement”), the Grantors, granted a security interest and lien to the Existing Collateral Agent for the benefit of the Lenders in the Collateral, including, for clarity, the U.S. trademark registrations and applications therefor set forth on Schedule 1 hereto (such security interest and lien, and all other rights of Existing Collateral Agent under the IP Security Agreement, the “Assigned Interest”); and

WHEREAS, the Existing Collateral Agent is MLI Subdebt Facility 1 LLC, a Delaware limited liability company, and in connection with the Second Amendment to Loan and Security Agreement, dated as of August 27, 2021 (the “Second Amendment”), which amended that certain Loan and Security Agreement dated as of April 17, 2020 (as previously amended and amended by the Second Amendment, the “Loan Agreement”), the Existing Collateral Agent is assigning all of its right, title and interest in and to the Security Documents (as defined in the Loan Agreement), together with any rider, addendum, exhibit, schedule and attachment thereto, and all Uniform Commercial Code financing statements filed in connection therewith, and each of the Liens and security interests granted to the Existing Collateral Agent in its capacity as the Collateral Agent under the Security Documents.; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Collateral Agent hereby acknowledges and agrees as follows:

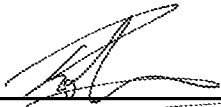
1. Definitions. The term “Collateral” shall have the meaning ascribed to it in the IP Security Agreement, and includes, without limitation, those items listed on Schedule 1.
2. Assignment of Security Interest. The Existing Collateral Agent hereby conveys, sells, assigns, transfers and sets over all of its rights, powers and privileges in and to the Assigned Interest, including, for clarity, in respect of the items listed on Schedule 1, to the Successor Collateral Agent.

3. Further Assurances. The Existing Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first written above.

**MLI SUBDEBT FACILITY 1 LLC**, as Existing  
Collateral Agent

By:   
Name: Rohit D Souza  
Title: Managing Member

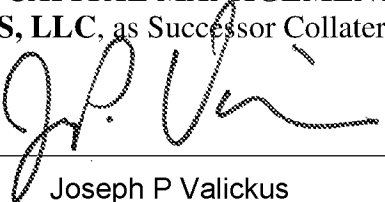
[ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

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**TRADEMARK**  
**REEL: 007419 FRAME: 0400**

Accepted and Agreed:

**MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC**, as Successor Collateral Agent

By:   
Name: Joseph P Valickus  
Title: Director

[ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL]


**TRADEMARK  
REEL: 007419 FRAME: 0401**

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS:**

<b>Grantor</b>	<b>Registration Number</b>	<b>Mark</b>	<b>Registration Date</b>
MoneyLion Inc.	5184702		April 18, 2017
MoneyLion Inc.	5184701	LIONLOANS	April 18, 2017
MoneyLion Inc.	5194292	MONEYLION	May 2, 2017
MoneyLion Inc.	5194293	LIONPAY	May 2, 2017
MoneyLion Inc.	5457417		May 1, 2018
MoneyLion Inc.	5687160	FIT MONEY	February 26, 2019
MoneyLion Inc.	5796390	AMERICA'S FASTEST LOAN	July 2, 2019
MoneyLion Inc.	5866802	AMERICA'S MOST POWERFUL FINANCIAL MEMBERSHIP	July 9, 2019
MoneyLion Inc.	5828805		August 6, 2019
MoneyLion Inc.	5827649	CUB ACCOUNT	August 6, 2019
MoneyLion Inc.	5856311	LIONOMICS (Category 041)	September 10, 2019
MoneyLion Inc.	5857575		September 10, 2019
MoneyLion Inc.	5986055	FINANCIAL HEARTBEAT	February 11, 2020
MoneyLion Inc.	6003891		March 3, 2020
MoneyLion Inc.	6030281	 Invest in America by MoneyLion	April 7, 2020

**TRADEMARK APPLICATIONS:**

<b>Grantor</b>	<b>Serial Number</b>	<b>Mark</b>	<b>Application Date</b>
MoneyLion Inc.	88237723	HERE WE ROAR	December 20, 2018
MoneyLion Inc.	88248696		January 3, 2019
MoneyLion Inc.	88306892	LIONOMICS (Category 09)	July 16, 2019