

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM683406

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CREDIT SESAME, INC.		10/14/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	One East Washington Street		
<b>Internal Address:</b>	Attn: Legal Department		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4786180	MORTGAGE MAP	
<b>Registration Number:</b>	4614307	DO MORE WITH YOUR CREDIT SCORE	
<b>Registration Number:</b>	4614306	DO MORE WITH YOUR FREE SCORE	
<b>Registration Number:</b>	4614305	DO MORE WITH YOUR SCORE	
<b>Registration Number:</b>	4543847	CREDIT SESAME	
<b>Registration Number:</b>	4343228	CREDIT BADGE	
<b>Serial Number:</b>	90300879	CREDIT SESAME	
<b>Serial Number:</b>	90300466	SESAME CASH	
<b>Serial Number:</b>	88159254	ROBO CREDIT	
<b>Serial Number:</b>	86888856	CREDIT SESAME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6167423999		
<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>			
<b>Phone:</b>	6167423945		
<b>Email:</b>	hkooy@btlaw.com		
<b>Correspondent Name:</b>	Hillary Kooy		
<b>Address Line 1:</b>	171 Monroe Ave NW, Suite 1000		
<b>Address Line 2:</b>	Barnes & Thornburg LLP		

OP \$265.00 4786180

TRADEMARK

<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49503
<b>ATTORNEY DOCKET NUMBER:</b>	75123.103
<b>NAME OF SUBMITTER:</b>	Hillary Kooy
<b>SIGNATURE:</b>	/Hillary Kooy/
<b>DATE SIGNED:</b>	10/25/2021
<b>Total Attachments: 7</b> source=Credit_Sesame_-_IP_Security_Agreement_[Borrower]_(10.2021)#page1.tif source=Credit_Sesame_-_IP_Security_Agreement_[Borrower]_(10.2021)#page2.tif source=Credit_Sesame_-_IP_Security_Agreement_[Borrower]_(10.2021)#page3.tif source=Credit_Sesame_-_IP_Security_Agreement_[Borrower]_(10.2021)#page4.tif source=Credit_Sesame_-_IP_Security_Agreement_[Borrower]_(10.2021)#page5.tif source=Credit_Sesame_-_IP_Security_Agreement_[Borrower]_(10.2021)#page6.tif source=Credit_Sesame_-_IP_Security_Agreement_[Borrower]_(10.2021)#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 14, 2021 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **CREDIT SESAME, INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of October 14, 2021 (as amended from time to time, the "**Loan Agreement**"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property, in each case to the extent owned or purported to be owned by the Grantor (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) all license fees and royalties arising from use of the Copyrights, Patents, Trademarks, or Mask Works to the extent permitted by the applicable license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary, "Intellectual Property Collateral" shall not include: (i) any "intent-to-use" trademark at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office, or otherwise or (ii) any contract, instrument or chattel paper in which Grantor has any right, title or interest, if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest

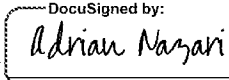
in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (A) such prohibition has been waived by or such other party has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (B) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the Uniform Commercial Code, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Intellectual Property Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**CREDIT SESAME, INC.**, a Delaware corporation

By  \_\_\_\_\_  
DocuSigned by:  
5CD7355E18F04E2...

Name: Adrian Nazari

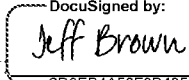
Title: CEO

Address for Notices:

Attn: Adrian Nazari, Founder and CEO  
444 Castro Street, Suite 500  
Mountain View, CA 94041  
Email: [adrian@creditsesame.com](mailto:adrian@creditsesame.com)

**LENDER:**

**WESTERN ALLIANCE BANK,**  
an Arizona corporation

By  \_\_\_\_\_  
DocuSigned by:  
2D8EB4A50F8B495...

Name: Jeff Brown

Title: Senior Director

Address for Notices:

Attn: Mike Lederman  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Registered Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>Serial/Application Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
CREDIT SESAME	2062218 (Canada)			Nov-04-2020
SESAME CASH	2062217 (Canada)			Nov-04-2020
CREDIT SESAME	90300879 (U.S.)			Nov-05-2020
CREDIT SESAME	86888856 (U.S.)			Jan-27-2016
CREDITSESAME.COM	85412154 (U.S.)	4543847		Aug-31-2011
DO MORE WITH YOUR CREDIT SCORE	85726286 (U.S.)	4614307		Sep-11-2012
DO MORE WITH YOUR FREE SCORE	85726261 (U.S.)	4614306		Sep-11-2012
DO MORE WITH YOUR SCORE	85726184 (U.S.)	4614305		Sep-11-2012
MORTGAGE MAP	85729832 (U.S.)	4786180		Sep-14-2012
ROBO CREDIT	88159254 (U.S.)			MAR-12-2020
SESAME CASH	90300466 (U.S.)			NOV-05 2020
CREDIT BADGE	85412278 (U.S.)	4343228		AUG-31-2011

**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Granted Or Published?</u>	<u>Issue Date:</u>
FINANCIAL RESPONSIBILITY INDICATION SYSTEM AND METHOD ("Credit Badge")	13/620,592		GRANTED	Filed 9/14/2012  GRANTED 10/13/2020
FINANCIAL RESPONSIBILITY INDICATION SYSTEM AND METHOD ("Credit Badge 2") Continuation Application		17/006,789	PENDING	Filed 8/29/2020
FINANCIAL PRODUCT EVALUATION SYSTEM AND METHOD ("Loan Map")		13/771,961	PENDING	Filed 2/20/2013