

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STASH FINANCIAL, INC.		12/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ELDRIDGE CORPORATE FUNDING LLC		
Street Address:	600 Steamboat Road		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	5802686	AI'S TOP U.S. PICKS	
Registration Number:	5620882	ALL THAT GLITTERS	
Registration Number:	5620883	AMERICAN INNOVATORS	
Registration Number:	5796293	BONDS WORLDWIDE	
Registration Number:	5620884	CLEAN & GREEN	
Registration Number:	5620885	COLOSSAL CHINA	
Registration Number:	5620886	COMBAT CARBON	
Registration Number:	5620887	COPY THE EXPERTS	
Registration Number:	5864447	CORPORATE CANNABIS	
Registration Number:	5688982	DATA DEFENDERS	
Registration Number:	5620888	DEFENDING AMERICA	
Registration Number:	5620889	DELICIOUS DIVIDENDS	
Registration Number:	5615111	ENJOY YOURSELF	
Registration Number:	5615112	EQUALITY WORKS	
Registration Number:	5768396	GAMERS FTW!	
Registration Number:	5768397	HAPPY MEDIUM	
Registration Number:	5615113	HIGH VOLTAGE	
Registration Number:	5615114	HOME SWEET HOME	
Registration Number:	5870188	INFLATION DEFENSE	

CH \$1165.00 5802686

Property Type	Number	Word Mark
Registration Number:	5620890	INTERNET TITANS
Registration Number:	5893419	MATCH THE MARKET
Registration Number:	5615115	MODERN MEDS
Registration Number:	5615116	MONEY MACHINES
Registration Number:	5615117	ON CLOUD NINE
Registration Number:	5615118	PACIFIC POWERHOUSES
Registration Number:	5615119	PARK MY CASH
Registration Number:	5789948	PUBLIC WORKS
Registration Number:	5941405	RATE HIKE REFUGE
Registration Number:	5626005	RAW EARTH
Registration Number:	5610585	REAL ESTATE TYCOON
Registration Number:	5626006	RETAIL THERAPY
Registration Number:	5626007	ROBOTS RISING
Registration Number:	5626008	SMALL BUT MIGHTY
Registration Number:	5626009	SOCIAL MEDIA MANIA
Registration Number:	5092055	STASH
Registration Number:	5245955	STASH
Registration Number:	5037405	STASHINVEST
Registration Number:	5590392	STASHLEARN
Registration Number:	5899064	STOCK-BACK
Registration Number:	5590393	TEACH ME HOW TO MONEY
Registration Number:	6192815	THE STASH WAY
Registration Number:	6033543	THE STASH WEEKLY
Registration Number:	5742795	UP & COMING
Registration Number:	5626010	WATER THE WORLD
Registration Number:	5626011	WIRELESS WONDERS
Registration Number:	5626012	WOMEN WHO LEAD

CORRESPONDENCE DATA

Fax Number: 2127557306

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.

Email: wtokmakidis@jonesday.com, ipuentes@jonesday.com

Correspondent Name: JONES DAY

Address Line 1: 250 VESEY STREET

Address Line 2: ATTN: WENDY TOKMAKIDIS

Address Line 4: NEW YORK, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER: 206960-000006

NAME OF SUBMITTER: ISAAC PUENTES

SIGNATURE:	/Isaac Puentes/
DATE SIGNED:	12/28/2021
Total Attachments: 7 source=Eldridge-Stash_Intellectual Property Security Agreement#page1.tif source=Eldridge-Stash_Intellectual Property Security Agreement#page2.tif source=Eldridge-Stash_Intellectual Property Security Agreement#page3.tif source=Eldridge-Stash_Intellectual Property Security Agreement#page4.tif source=Eldridge-Stash_Intellectual Property Security Agreement#page5.tif source=Eldridge-Stash_Intellectual Property Security Agreement#page6.tif source=Eldridge-Stash_Intellectual Property Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of December 23, 2021 (the “Effective Date”) between each of the signatories hereto (collectively, the “Grantors”) in favor of ELDRIDGE CORPORATE FUNDING LLC, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) (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 December 23, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in 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 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 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 a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, but excluding any Excluded Assets (collectively, the “Intellectual Property Collateral”):

(a) All United States 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 and (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Patents”).

(b) All United States 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 or designs of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law, (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”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office 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", "tif", DocuSign, or other electronic method) format shall be effective as delivery of a manually executed counterpart of this Agreement. The words "delivery," "execute," "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided, that, notwithstanding anything contained herein to the contrary Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by Collateral Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, upon the request of Collateral Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

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 Credit Agreement. 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 Credit Agreement, 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 Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

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.

STASH FINANCIAL, INC.,
as a Grantor

By: 

Name: Brandon Krieg

Title: Chief Executive Officer

ELDRIDGE CORPORATE FUNDING LLC,
as Collateral Agent



By: _____

Name: Todd L. Boehly

Title: Chief Executive Officer

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1 Patents

<u>Owner</u>	<u>Patent</u>	<u>Country</u>	<u>Application No.</u>
Stash Financial, Inc.	Stock Rewards in Consumer Transactions	United States	16/808108

2 Trademarks

Issued Registrations:

<u>Owner</u>	<u>Trademark/Service Mark</u>	<u>Country</u>	<u>Reg. No.</u>
Stash Financial, Inc.	AI'S TOP U.S. PICKS	United States	5802686
Stash Financial, Inc.	ALL THAT GLITTERS	United States	5620882
Stash Financial, Inc.	AMERICAN INNOVATORS	United States	5620883
Stash Financial, Inc.	BONDS WORLDWIDE	United States	5796293
Stash Financial, Inc.	CLEAN & GREEN	United States	5620884
Stash Financial, Inc.	COLOSSAL CHINA	United States	5620885
Stash Financial, Inc.	COMBAT CARBON	United States	5620886
Stash Financial, Inc.	COPY THE EXPERTS	United States	5620887
Stash Financial, Inc.	CORPORATE CANNABIS	United States	5864447
Stash Financial, Inc.	DATA DEFENDERS	United States	5688982
Stash Financial, Inc.	DEFENDING AMERICA	United States	5620888

<u>Owner</u>	<u>Trademark/Service Mark</u>	<u>Country</u>	<u>Reg. No.</u>
Stash Financial, Inc.	DELICIOUS DIVIDENDS	United States	5620889
Stash Financial, Inc.	ENJOY YOURSELF	United States	5615111
Stash Financial, Inc.	EQUALITY WORKS	United States	5615112
Stash Financial, Inc.	GAMERS FTW!	United States	5768396
Stash Financial, Inc.	HAPPY MEDIUM	United States	5768397
Stash Financial, Inc.	HIGH VOLTAGE	United States	5615113
Stash Financial, Inc.	HOME SWEET HOME	United States	5615114
Stash Financial, Inc.	INFLATION DEFENSE	United States	5870188
Stash Financial, Inc.	INTERNET TITANS	United States	5620890
Stash Financial, Inc.	MATCH THE MARKET	United States	5893419
Stash Financial, Inc.	MODERN MEDS	United States	5615115
Stash Financial, Inc.	MONEY MACHINES	United States	5615116
Stash Financial, Inc.	ON CLOUD NINE	United States	5615117
Stash Financial, Inc.	PACIFIC POWERHOUSES	United States	5615118
Stash Financial, Inc.	PARK MY CASH	United States	5615119
Stash Financial, Inc.	PUBLIC WORKS	United States	5789948
Stash Financial, Inc.	RATE HIKE REFUGE	United States	5941405
Stash Financial, Inc.	RAW EARTH	United States	5626005

Schedule 1 to Intellectual Property Security Agreement

NAI-1524439901v5

TRADEMARK
REEL: 007544 FRAME: 0059

<u>Owner</u>	<u>Trademark/Service Mark</u>	<u>Country</u>	<u>Reg. No.</u>
Stash Financial, Inc.	REAL ESTATE TYCOON	United States	5610585
Stash Financial, Inc.	RETAIL THERAPY	United States	5626006
Stash Financial, Inc.	ROBOTS RISING	United States	5626007
Stash Financial, Inc.	SMALL BUT MIGHTY	United States	5626008
Stash Financial, Inc.	SOCIAL MEDIA MANIA	United States	5626009
Stash Financial, Inc.	STASH	United States	5092055
Stash Financial, Inc.	STASH	United States	5245955
Stash Financial, Inc.	STASHINVEST	United States	5037405
Stash Financial, Inc.	STASHLEARN	United States	5590392
Stash Financial, Inc.	STOCK-BACK	United States	5899064
Stash Financial, Inc.	TEACH ME HOW TO MONEY	United States	5590393
Stash Financial, Inc.	THE STASH WAY	United States	6192815
Stash Financial, Inc.	THE STASH WEEKLY	United States	6033543
Stash Financial, Inc.	UP & COMING	United States	5742795
Stash Financial, Inc.	WATER THE WORLD	United States	5626010
Stash Financial, Inc.	WIRELESS WONDERS	United States	5626011
Stash Financial, Inc.	WOMEN WHO LEAD	United States	5626012

Schedule 1 to Intellectual Property Security Agreement

NAI-1524439901v5

RECORDED: 12/28/2021

**TRADEMARK
REEL: 007544 FRAME: 0060**