

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MoneyLion Technologies Inc.		03/24/2022	Corporation: DELAWARE
Even Financial Inc.		03/24/2022	Corporation: DELAWARE
WEALTH TECHNOLOGIES INC.		03/24/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	86966062		
Serial Number:	86966047	LIONLOANS	
Serial Number:	86965944	MONEYLION	
Serial Number:	86965953	LIONPAY	
Serial Number:	87536574		
Serial Number:	87693173	FIT MONEY	
Serial Number:	88310218	AMERICA'S FASTEST LOAN	
Serial Number:	88316357	AMERICA'S MOST POWERFUL FINANCIAL MEMBER	
Serial Number:	88289551		
Serial Number:	88276405	CUB ACCOUNT	
Serial Number:	88305146	LIONOMICS	
Serial Number:	88337519		
Serial Number:	88295581	FINANCIAL HEARTBEAT	
Serial Number:	88295579		
Serial Number:	88259710	IIA INVEST IN AMERICA BY MONEYLION	
Serial Number:	88237723	HERE WE ROAR	

CH \$715.00 86966062

Property Type	Number	Word Mark
Serial Number:	88248696	HERE WE ROAR
Serial Number:	88306892	LIONOMICS
Serial Number:	86637186	EVEN FINANCIAL
Serial Number:	86753859	EVEN
Serial Number:	88160077	FIONA
Serial Number:	90229574	FI FINANCIAL
Serial Number:	97182504	FLAVOR FINANCIAL
Serial Number:	87428216	WEALTHTECH
Serial Number:	87704336	WEALTHTECH
Serial Number:	87704338	LIFELADDERS
Serial Number:	87704339	WTI
Serial Number:	87890026	FGPS

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: 2127562132

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: 059816.0022

NAME OF SUBMITTER: Scott Kareff (059816.0022)

SIGNATURE: /rr for sk/

DATE SIGNED: 03/24/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each a “Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of March 24, 2022, among MoneyLion Technologies Inc., a Delaware corporation, the other Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired United States trademarks and trademark applications and all proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each United States Trademark and United States Trademark application, including, without limitation, each United States Trademark and United States Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any United States Trademark, including, without limitation, any United States Trademark referred to in Schedule 1 and any United States Trademark issued pursuant to a United States Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and

]affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

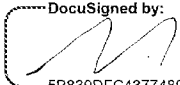
“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

MoneyLion Technologies Inc.,
as a Grantor

By:  _____
Name: Richard Correia
Title: Chief Financial Officer

Even Financial Inc.,
as a Grantor

By:  _____
Name: Richard Correia
Title: Chief Financial Officer

WEALTH TECHNOLOGIES INC.,
as a Grantor

By:  _____
Name: Richard Correia
Title: Chief Financial Officer

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

MoneyLion Technologies Inc.,
as a Grantor

By: _____
Name:
Title:






Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC,
as Administrative Agent

By:  _____
Name: Joseph P. Valickus
Title: Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL¹

Ser. No.	Registration/ Application No.	Mark	Jurisdiction	Owner of Record
86966062	5184702		U.S.	MoneyLion Technologies Inc.
86966047	5184701	LIONLOANS	U.S.	MoneyLion Technologies Inc.
86965944	5194292	MONEYLION	U.S.	MoneyLion Technologies Inc.
86965953	5194293	LIONPAY	U.S.	MoneyLion Technologies Inc.
87536574	5457417		U.S.	MoneyLion Technologies Inc.
87693173	5687160	FIT MONEY	U.S.	MoneyLion Technologies Inc.
88310218	5796390	AMERICA'S FASTEST LOAN	U.S.	MoneyLion Technologies Inc.
88316357	5866802	AMERICA'S MOST POWERFUL FINANCIAL MEMBERSHIP	U.S.	MoneyLion Technologies Inc.
88289551	5828805		U.S.	MoneyLion Technologies Inc.
88276405	5827649	CUB ACCOUNT	U.S.	MoneyLion Technologies Inc.
88305146	5856311	LIONOMICS (Category 041)	U.S.	MoneyLion Technologies Inc.
88337519	5857575		U.S.	MoneyLion Technologies Inc.
88295581	5986055	FINANCIAL HEARTBEAT	U.S.	MoneyLion Technologies Inc.
88295579	6003891		U.S.	MoneyLion Technologies Inc.
88259710	6030281		U.S.	MoneyLion Technologies Inc.

¹ The record owner for Intellectual Property owned by MoneyLion Technologies Inc. may still be listed under the entity's prior organizational name, MoneyLion Inc.

				
88237723	None	HERE WE ROAR	U.S.	MoneyLion Technologies Inc.
88248696	None		U.S.	MoneyLion Technologies Inc.
88306892	None	LIONOMICS	U.S.	MoneyLion Technologies Inc.
86637186	4904258	EVEN FINANCIAL	U.S.	Even Financial Inc.
86753859	4941328	EVEN	U.S.	Even Financial Inc.
88160077	5945624	FIONA	U.S.	Even Financial Inc.
90229574	None	FI FINANCIAL	U.S.	Even Financial Inc.
97182504	None	FLAVOR FINANCIAL	U.S.	Even Financial Inc.
87428216	5420167	WEALTHTECH	U.S.	Wealth Technologies Inc.
87704336	5624399	WEALTHTECH	U.S.	Wealth Technologies Inc.
87704338	5549290	LIFELADDERS	U.S.	Wealth Technologies Inc.
87704339	None	WTI	U.S.	Wealth Technologies Inc.
87890026	6003195	FGPS	U.S.	Wealth Technologies Inc.