

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	A&R Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CNU Online Holdings, LLC		06/23/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	115 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 57			
Property Type	Number	Word Mark	
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	
Registration Number:	5424006	ENOVA	
Registration Number:	5740005	E ENOVA	
Registration Number:	6049146	EDC COMPOSE	
Registration Number:	6049145	EDC HARMONIZE	

OP \$1440.00 5693684

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

CORRESPONDENCE DATA**Fax Number:**

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: 3122883547
Email: nikia.mcmillen@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 208 S LaSalle Street
Address Line 2: Suite 814
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Diandra M. LaMantia
SIGNATURE:	/Diandra M. LaMantia/
DATE SIGNED:	06/24/2022

Total Attachments: 13
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this June 23, 2022, by and among the Grantors listed on the signature page hereof (“Grantors”) and Bank of Montreal (“BMO”), 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”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 23, 2022 (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

DocuSigned by:
By: Steven Cunningham
Name: Steve Cunningham
Title: Vice President

CNU ONLINE HOLDINGS, LLC
a Delaware limited liability company

DocuSigned by:

By: Steven Cunningham
Name: Steve Cunningham
Title: Vice President

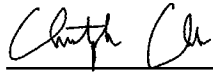
ENOVA INTERNATIONAL, INC.
a Delaware corporation

DocuSigned by:
By: Steven Cunningham
Name: Steve Cunningham
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL

By:  _____

Name: Chris Clark

Title: Managing Director