

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM736998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	A&R Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enova International, Inc.		06/23/2022	Corporation: 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: 2			
Property Type	Number	Word Mark	
Registration Number:	4452632	ENOVA	
Registration Number:	4452633	ENOVA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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: 11			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMEDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 23rd day of June, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), 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 Amended and Restated 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 Grantors shall have executed and delivered to the Administrative Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Amended and Restated Security Agreement, dated as of June 23, 2022 (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, Grantors are 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 such 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 Grantors, or any of them, 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 any 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 Grantors' obligations under this Section, Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

Grantors:

CNU ONLINE HOLDINGS, LLC

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

ENOVA FINANCIAL HOLDINGS LLC

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

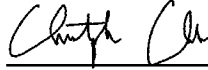
ENOVA INTERNATIONAL, INC.

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