

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elevate Credit Service. LLC		10/05/2023	Limited Liability Company: DELAWARE
Elastic Financial, LLC		10/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Raven Asset-Based Credit Fund (Onshore) Fund II LP, as Collateral Agent		
Street Address:	75 Spring Street		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Limited Partnership: NEW YORK		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5082575	ELEVATE	
Registration Number:	5129950	GOOD TODAY, BETTER TOMORROW.	
Registration Number:	7069502	MONEY MINDFULNESS	
Registration Number:	2821354	PAYDAY ONE	
Registration Number:	4472480	RISE	
Registration Number:	6748844	ROAD TO RESULTS	
Registration Number:	6697433	SCORE40	
Registration Number:	4990649	SEGMENT OPTIMIZED ANALYTICS	
Registration Number:	4919182	TOMORROW'S LOOKING UP.	
Registration Number:	4573624	ELASTIC	
Registration Number:	5454357	ELASTIC	
Registration Number:	5710037	ELASTIC	
Registration Number:	5454356	ELASTIC	
Registration Number:	6262001	TODAYVIEW	
CORRESPONDENCE DATA			

CH \$365.00 5082575

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	10/06/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of October 5, 2023, by each of the grantors listed on Schedule 1 hereto (each a “**Grantor**”, and collectively, the “**Grantors**”) in favor of RAVEN ASSET-BASED CREDIT (ONSHORE) FUND II LP, as collateral agent (the “**Collateral Agent**”) for the secured parties referred to below.

WHEREAS:

A. Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), entered into by and among E2SPV, LLC, a Delaware limited liability company, Elevate Credit, Inc., a Delaware corporation, as a Guarantor, the other Guarantors party thereto, Collateral Agent, and each Person which becomes a party thereto pursuant to the joinder provisions of Section 21 thereof. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

B. Pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent this Agreement;

C. Pursuant to the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Raven Party Obligations and the Obligations.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, to secure the Raven Party Obligations and the Obligations, 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. all of its United States and foreign trademarks and trademark applications, including, without limitation, all of its United States federally registered trademarks and trademark applications referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and

2. all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any of its trademark referred to in Schedule 2 annexed hereto and any trademark issued pursuant to a trademark application referred to in Schedule 2 (items 1 through 2 being herein collectively referred to as the “**Trademark Collateral**”).

3. This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for itself and on behalf of the other Secured Parties, pursuant to the Security

Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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.

4. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. The terms of Section 20 of the Security Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**ELEVATE CREDIT SERVICE, LLC
ELASTIC FINANCIAL, LLC**


By: Elevate Credit, Inc., as its Sole Member

By: 
Name: Jason Harvison
Title: President and CEO

Acknowledged:

**RAVEN ASSET-BASED CREDIT (ONSHORE)
FUND II LP**, as Collateral Agent

By: RCM CF II GP LLC,
its general partner

DocuSigned by:
By: 
A350E49A372AMER
Name: Dimitri Cohen
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT


1. Elevate Credit Service, LLC, a Delaware limited liability company
2. Elastic Financial, LLC, a Delaware limited liability company

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

Trademark Collateral

Trademarks

U.S. Trademark Registrations

Trademark	Registration #	Owner
ELEVATE	5,082,575	Elevate Credit Service, LLC
GOOD TODAY. BETTER TOMORROW.	5,129,950	Elevate Credit Service, LLC
MONEY MINDFULNESS	7,069,502	Elevate Credit Service, LLC
PAYDAY ONE	2,821,354	Elevate Credit Service, LLC
RISE	4,472,480	Elevate Credit Service, LLC
ROAD TO RESULTS	6,748,844	Elevate Credit Service, LLC
SCORE40	6,697,433	Elevate Credit Service, LLC
SEGMENT ANALYTICS OPTIMIZED	4,990,649	Elevate Credit Service, LLC
TOMORROW'S LOOKING UP.	4,919,182	Elevate Credit Service, LLC
ELASTIC	4,573,624	Elastic Financial, LLC
ELASTIC	5,454,357	Elastic Financial, LLC
ELASTIC	5,710,037	Elastic Financial, LLC
 Elastic	5,454,356	Elastic Financial, LLC
TODAYVIEW	6,262,001	Elevate Credit Service, LLC