

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREENSKY, LLC		08/25/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4494831		
Registration Number:	4510051	GREENSKY CREDIT	
Registration Number:	4494821	GREENSKY	
Registration Number:	5024146	GREENSKY	
Serial Number:	87011357	THE POWER TO CLOSE MORE DEALS	
Serial Number:	87314846	GREENSKY PATIENT SOLUTIONS	
Serial Number:	87194972	GS	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212.735.5117		
Email:	francine.waldbaum@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Square New York 10036-6522		
Address Line 2:	Francine Waldbaum		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	210100/2		
NAME OF SUBMITTER:	Matthew Weingast		

CH \$190.00 4494831

SIGNATURE:	/Matthew Weingast/
DATE SIGNED:	08/25/2017
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of August 25, 2017, by and among GreenSky, LLC (“Grantor”) and JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of August 25, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor has pledged, collaterally assigned and granted to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in, to and under certain property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade name or deviations thereof), and regardless of where located;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges, collaterally assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in and to all of its right, title and interest in, to and under all of the following property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade name or deviations thereof), and regardless of where located: (a) all trademarks (including service marks), trade names, slogans, logos, trade dress, domain names, and other similar indications of source, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including the applications and registrations set forth on Schedule I attached hereto (excluding any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an accepted filing of an “Amendment to Allege Use” to the extent that, and solely during the period in which, the grant of a security interest therein prior to such accepted filing would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law); (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements

or violations thereof; (d) all rights to sue for past, present, and future infringements or violations of the foregoing including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms 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 (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

GREENSKY, LLC

By: 

Name: Steven E. Fox

Title: Executive Vice President and Chief Legal Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006138 FRAME: 0731

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A., as Collateral
Agent

By: William R. Doolittle
Name: William R. Doolittle
Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner/Grantor	Trademark	Registration Number/Application Number	Jurisdiction	Registration Date [Application Date]
GreenSky, LLC		Registration No. 4494831	U.S.	Registration Date March 11, 2014
GreenSky, LLC	GREENSKY CREDIT	Registration No. 4510051	U.S.	Registration Date April 8, 2014
GreenSky, LLC	GREENSKY	Registration No. 4494821	U.S.	Registration Date March 11, 2014
GreenSky, LLC		Registration No. 5024146	U.S.	Registration Date August 16, 2016
GreenSky, LLC	The power to close more deals	Application No. 87011357	U.S.	Application Date April 22, 2016
GreenSky, LLC	GREENSKY PATIENT SOLUTIONS	Application No. 87314846	U.S.	Application Date January 26, 2017
GreenSky, LLC		Application No. 87194972	U.S.	Application Date October 6, 2016