

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Opportunity Financial, LLC		11/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Midtown Madison Management LLC, as Administrative Agent		
Street Address:	780 Third Ave., 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87574596	O	
Serial Number:	86840964	OPPLOANS	
CORRESPONDENCE DATA			
Fax Number:	2149649501		
<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:	2149649443		
Email:	maureen.drews@hklaw.com		
Correspondent Name:	Fan Yang		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	200 Crescent Court, Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Fan Yang		
SIGNATURE:	/Fan Yang/		
DATE SIGNED:	11/09/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Trademark Security Agreement”), dated as of November 9, 2018, is made by **OPPORTUNITY FINANCIAL, LLC**, a Delaware limited liability company (“Grantor”), in favor of **MIDTOWN MADISON MANAGEMENT LLC**, a Delaware limited liability company, as administrative agent (together with its successors and permitted assigns, in such capacity, the “Administrative Agent”) for the Lenders party from time to time to the Credit Agreement referred to below.

WHEREAS, Grantor, has entered into the Senior Secured Multidraw Term Loan Agreement, dated as of the date hereof, with the financial institutions from time to time party thereto (“Lenders”), and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, pursuant to the Security Agreement, dated as of November 9, 2018, between Grantor and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Grantor has granted to Administrative Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of Grantor other than to the extent constituting Excluded Property (as defined in the Security Agreement), and has agreed as a condition thereof and of the Credit Agreement and the other Basic Documents to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. Definitions. The following terms have the meanings set forth below:

(a) “Trademarks” means one or all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all trademarks and service marks (whether registered or unregistered), now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof, and (iii) the goodwill associated with or symbolized by any of the foregoing.

(b) “Trademark License” means all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark, in each case to the extent assignable by Grantor.

SECTION 2. Grant of Security.

Grantor hereby grants to Administrative Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided, that Collateral shall not in any event include any of the foregoing to the extent constituting Excluded Property (as defined in the Security Agreement).

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this Trademark Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Collateral shall be released upon the payment and performance in full of the Obligations (other than contingent indemnification obligations for which no claims have been asserted) and the termination of all commitments to extend credit in connection

therewith. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Grantor, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Collateral granted herein.

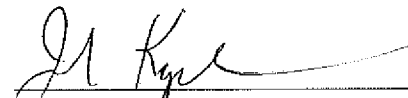
SECTION 8. GOVERNING LAW. THIS AGREEMENT, AND THE PERFORMANCE HEREOF, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

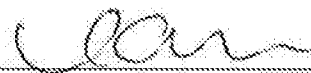
GRANTOR:

OPPORTUNITY FINANCIAL, LLC

By: 
Name: Jared Kaplan
Title: Chief Executive Officer

AGENT:

MIDTOWN MADISON MANAGEMENT LLC,
as Administrative Agent

By: 
Name: David P. Ajdi
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

#61600373

TRADEMARK
REEL: 006479 FRAME: 0296

SCHEDULE A

TRADEMARKS AND TRADEMARK LICENSES

OWNER	TRADEMARK	NUMBER	STATUS	JURISDICTION OF REGISTRATION
Opportunity Financial, LLC	“O” word mark	87574596	Live	United States
Opportunity Financial, LLC	“opploans” word mark	86840964	Live	United States