

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536308

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LendingClub Corporation		08/09/2019	Corporation:
Springstone Financial, LLC		08/09/2019	Limited Liability Company:
LendingClub Asset Management, LLC		08/09/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1330 Thames Street
Internal Address:	4th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3618891	BETTER RATES. TOGETHER.
Serial Number:	87432960	LC
Registration Number:	5470831	LENDINGCLUB
Registration Number:	5127130	LENDINGCLUB
Serial Number:	87593115	LENDINGCLUB
Serial Number:	87290948	LENDINGCLUB PATIENT SOLUTIONS
Registration Number:	5127131	
Serial Number:	87112073	MY INSTANT OFFER
Registration Number:	5117659	SPRINGSTONE
Serial Number:	87593116	LCAM
Serial Number:	87593246	LENDINGCLUB ASSET MANAGEMENT

CORRESPONDENCE DATA

Fax Number: 2127352000

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.

CH \$290.00 3618891

Phone: 2127353000
Email: jselle@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Justin Selle
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 391000/1522

NAME OF SUBMITTER: Jennifer Dweck

SIGNATURE: /JD/

DATE SIGNED: 08/13/2019

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 9, 2019 (this "**Agreement**"), among LendingClub Corporation, Springstone Financial, LLC, and LendingClub Asset Management, LLC (all of the foregoing, each a "**Grantor**" and collectively, the "**Grantors**"), MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the "**Collateral Agent**").

RECITALS

(A) LENDINGCLUB CORPORATION (the "**Borrower**"), the GUARANTORS as defined therein, the LENDERS from time to time party thereto, MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity, the "**Administrative Agent**") and collateral agent for the Lenders and the other agents from time to time party thereto, have entered into a Credit and Guaranty Agreement, dated as of December 17, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

(B) The Grantors are party to a Pledge and Security Agreement, dated as of December 17, 2015, in favor of the Collateral Agent (the "**Pledge and Security Agreement**"), pursuant to which certain Grantors are required to execute and deliver this Agreement.

(C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising and wherever located.

"Trademark Collateral" means each Grantor's right, title and interest in, to and under all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet

domain names, trade dress, service marks, certification marks, collective marks and logos, words, terms, names, symbols, designs any other source or business identifiers, and general intangibles of a like nature, all registrations and applications for any of the foregoing, whether registered or unregistered, and whether or not established or registered in an Intellectual Property Registry in any country or any political subdivision thereof, and with respect to any and all of the foregoing: (i) all common law rights related thereto, (ii) the trademark registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (iii) all extensions, continuations, reissues or renewals of any of the foregoing, (iv) all goodwill connected with the use of and symbolized by the foregoing, (v) the right to sue or otherwise recover for past, present or future infringements, misappropriations, dilutions or other violations of any of the foregoing or for any injury to goodwill, (vi) all Proceeds of the foregoing, including, without limitation, licenses, royalties, fees, income, payments, claims, damages and proceeds of suit, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted concurrently in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each 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 is more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4 Term

The term of this Agreement shall be coterminous with the term of the Pledge and Security Agreement.

SECTION 5 Governing Law and Consent to Jurisdiction

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK. THE TERMS AND PROVISIONS OF SECTION 9.13 OF THE PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN.

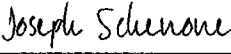
SECTION 6 Counterparts

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The Collateral Agent may also require that any such facsimile or electronic transmission signatures be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or electronic transmission signature delivered.

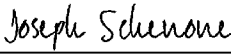
[Signature Page Follows]

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

LENDINGCLUB CORPORATION

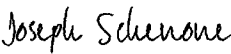
By ^{DocuSigned by:}

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Name: Joseph Schenone
Title: Senior Vice President

SPRINGSTONE FINANCIAL, LLC

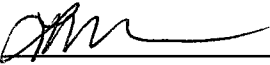
By ^{DocuSigned by:}

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Name: Joseph Schenone
Title: Authorized Signatory

**LENDINGCLUB ASSET
MANAGEMENT, LLC**

By: LendingClub Corporation, as its
sole Member

By ^{DocuSigned by:}

5005FAEE20A543A...
Name: Joseph Schenone
Title: Senior Vice President,
LendingClub Corporation

ACCEPTED AND AGREED:
MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

By  _____

Name: Lisa Hanson
Title: Vice President

SCHEDULE I

TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Mark	Country	Status	Owner	Filing Date	Reg. Date	Serial No.	Reg. No.
BETTER RATES. TOGETHER.	USA	Registered	LendingClub Corporation	9/16/08	5/12/09	77/571,439	3,618,891
LC	USA	Allowed	LendingClub Corporation	5/2/17		87/432,960	
LC	International Bureau (WIPO)	Registered	LendingClub Corporation	9/11/17	9/11/17	A0069842	IR- 1384651
LCAM	International Bureau (WIPO)	Registered	LC Advisors, LLC*	9/11/17	9/11/17	A0069840	IR- 1373373
LENDING CLUB AND DESIGN	European Union	Registered	LendingClub Corporation	10/7/16	3/14/17	15900228	15900228
LENDING CLUB AND DESIGN	European Union	Registered	LendingClub Corporation	5/5/08	2/17/09	6887211	6887211
LENDINGCLUB	USA	Allowed	LendingClub Corporation	3/7/17	5/15/18	87/361,080	5470831
LENDINGCLUB	USA	Registered	LendingClub Corporation	2/17/16	1/24/17	86/910,445	5,127,130
LENDINGCLUB	International Bureau (WIPO)	Registered	LendingClub Corporation	8/31/17	8/31/17	A0069631	IR- 1371477
LENDINGCLUB	New Zealand	Registered	LendingClub Corporation	8/31/17	8/31/17	IR- 1371477	IR1371477
LENDINGCLUB AND DESIGN	USA	Allowed	LendingClub Corporation	9/1/17		87/593,115	

LENDINGCLUB AND DESIGN	Australia	Registered	LendingClub Corporation	9/11/17	8/24/18	IR- 1387144	1387144
LENDINGCLUB AND DESIGN	European Union	Registered	LendingClub Corporation	9/11/17	7/6/18	IR- 1387144	IR- 1387144
LENDINGCLUB AND DESIGN	New Zealand	Published	LendingClub Corporation	9/11/17		IR- 1387144	
LENDINGCLUB AND DESIGN	International Bureau (WIPO)	Registered	LendingClub Corporation	9/11/17	9/11/17	A0069843	IR- 1387144
LENDINGCLUB AND DESIGN	Hong Kong	Registered	LendingClub Corporation	9/6/17	9/6/2017	304264353	304264353
LENDINGCLUB ASSET MANAGEMENT	International Bureau (WIPO)	Registered	LC Advisors, LLC*	9/11/17	9/11/17	A0069841	IR- 1373371
LENDINGCLUB PATIENT SOLUTIONS	USA	Allowed	LendingClub Corporation	1/5/17		87/290,948	
MISCELLANEOUS DESIGN (LENDINGCLUB LOGO)	USA	Registered	LendingClub Corporation	2/17/16	1/24/17	86/910,464	5,127,131
MY INSTANT OFFER	USA	Allowed	LendingClub Corporation	7/21/16		87/112,073	
SPRINGSTONE	USA	Registered	LendingClub Corporation	2/29/16	1/10/17	86/923,792	5,117,659

* Change of ownership from LC Advisors, LLC to LendingClub Asset Management, LLC pending.

(B) TRADEMARK APPLICATIONS

Mark	Country	Status	Owner	Filing Date	Reg. Date	Serial No.	Reg. No.
LC	Canada	Pending	LendingClub Corporation	9/13/17		1,857,398	
LC	Hong Kong	Pending	LendingClub Corporation	9/12/17		304270004	
LC	Australia	Pending	LendingClub Corporation	9/11/17		IR-1384651	
LC	China	Pending	LendingClub Corporation	9/11/17		IR-1384651	
LC	European Union	Pending	LendingClub Corporation	9/11/17	6/13/18	IR-1384651	IR-1384651
LC	Israel	Pending	LendingClub Corporation	9/11/17		IR-1384651	
LC	Japan	Pending	LendingClub Corporation	9/11/17		IR-1384651	
LC	New Zealand	Pending	LendingClub Corporation	9/11/17	12/4/2018	IR-1384651	NZ1084627
LC	Republic of Korea	Pending	LendingClub Corporation	9/11/17		IR-1384651	
LCAM	USA	Pending	LC Advisors, LLC*	9/1/17		87/593,116	
LCAM	European Union	Pending	LC Advisors, LLC*	9/11/17		IR-1373373	
LCAM	Republic of Korea	Pending	LC Advisors, LLC*	9/11/17	1/10/2018	IR-1373373	IR-1373373
LENDINGCLUB	Canada	Pending	LendingClub Corporation	9/6/17		1,856,158	
LENDINGCLUB	Hong Kong	Pending	LendingClub Corporation	9/4/17	9/6/2017	304261356	304261356
LENDINGCLUB	Australia	Pending	LendingClub Corporation	8/31/17		IR-1371477	

LENDINGCLUB	China	Pending	LendingClub Corporation	8/31/17		IR-1371477	
LENDINGCLUB	European Union	Pending	LendingClub Corporation	8/31/17	6/27/18	IR-1371477	IR-1371477
LENDINGCLUB	Israel	Pending	LendingClub Corporation	8/31/17		IR-1371477	
LENDINGCLUB	Japan	Pending	LendingClub Corporation	8/31/17		IR-1371477	
LENDINGCLUB	Republic of Korea	Pending	LendingClub Corporation	8/31/17		IR-1371477	
LENDINGCLUB	India	Pending	LendingClub Corporation	8/31/17		IR-1371477	
LENDINGCLUB AND DESIGN	Canada	Pending	LendingClub Corporation	9/6/17		1,856,160	
LENDINGCLUB AND DESIGN	China	Pending	LendingClub Corporation	9/11/17		IR-1387144	
LENDINGCLUB AND DESIGN	Israel	Pending	LendingClub Corporation	9/11/17	12/23/2018	IR-1387144	IR-1387144
LENDINGCLUB AND DESIGN	Japan	Pending	LendingClub Corporation	9/11/17		IR-1387144	
LENDINGCLUB AND DESIGN	Republic of Korea	Pending	LendingClub Corporation	9/11/17		IR-1387144	
LENDINGCLUB ASSET MANAGEMENT	USA	Pending	LC Advisors, LLC*	9/1/17		87/593,246	
LENDINGCLUB ASSET MANAGEMENT	European Union	Pending	LC Advisors, LLC*	9/11/17		IR-1373371	
LENDINGCLUB ASSET MANAGEMENT	Republic of Korea	Pending	LC Advisors, LLC*	9/11/17		IR-1373371	

* Change of ownership from LC Advisors, LLC to LendingClub Asset Management, LLC pending.