

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONEYLION INC.		07/01/2020	Corporation: DELAWARE
ML PLUS LLC		07/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	387 Park Avenue South, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5184702		
Registration Number:	5184701	LIONLOANS	
Registration Number:	5194292	MONEYLION	
Registration Number:	5194293	LIONPAY	
Registration Number:	5457417		
Registration Number:	5687160	FIT MONEY	
Registration Number:	5796390	AMERICA'S FASTEST LOAN	
Registration Number:	5866802	AMERICA'S MOST POWERFUL FINANCIAL MEMBER	
Registration Number:	5828805		
Registration Number:	5827649	CUB ACCOUNT	
Registration Number:	5856311	LIONOMICS	
Registration Number:	5857575		
Registration Number:	5986055	FINANCIAL HEARTBEAT	
Registration Number:	6003891		
Registration Number:	6030281	IIA INVEST IN AMERICA BY MONEYLION	
Serial Number:	88237723	HERE WE ROAR	
Serial Number:	88248696	HERE WE ROAR	
Serial Number:	88306892	LIONOMICS	
TRADEMARK			

OP \$465.00 5184702

CORRESPONDENCE DATA**Fax Number:**

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: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1239291
NAME OF SUBMITTER:	Alicia Vellante
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	07/01/2020

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of July 1, 2020, by and among (a) **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 387 Park Avenue South, 2nd Floor, New York, New York 10016 (“Bank”) and (b) (i) **MONEYLION INC.**, a Delaware corporation (“**Parent Borrower**”) and (ii) **ML PLUS LLC**, a Delaware limited liability company (“**ML Plus**”, and, together with Parent Borrower, jointly and severally, individually and collectively, “**Borrower**”) each with its principal place of business located at 30 West 21st Street, 9th Floor, New York, New York 10010 (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The

provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MONEYLION INC.

DocuSigned by:
By Divakar Choubey
Name: Divakar Choubey
Title: CEO

ML PLUS LLC

DocuSigned by:
By Divakar Choubey
Name: Divakar Choubey
Title: Manager

BANK:

SILICON VALLEY BANK

DocuSigned by:
By Alexander Addario
Name: Alex Addario
Title: Director

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.	None.	None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

None.

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Design	5184702	April 18, 2017
LIONLOANS	5184701	April 18, 2017
MONEYLION	5194292	May 2, 2017
LIONPAY	5194293	May 2, 2017
Design	5457417	May 1, 2018
FIT MONEY	5687160	February 26, 2019
AMERICA 'S FASTEST LOAN	5796390	July 2, 2019
AMERICA 'S MOST POWERFUL MEMBERSHIP	5866802	July 9, 2019
Design	5828805	August 6, 2019
CUB ACCOUNT	5827649	August 6, 2019
LIONOMICS (Category 041)	5856311	September 10, 2019
Design	5857575	September 10, 2019
FINANCIAL HEARTBEAT	5986055	February 11, 2020
Design	6003891	March 3, 2020
Design	6030281	April 7, 2020
HERE WE ROAR	88237723	December 20, 2018
Design	88248696	January 3, 2019
LIONOMICS (Category 09)	88306892	July 16, 2019

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

None.

None.