

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622884

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|---|---|---------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Dave Inc. | | 01/27/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Victory Park Management, LLC, as collateral agent | | |
| Street Address: | 150 North Riverside Plaza, Suite 5200 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5404867 | DAVE | |
| Registration Number: | 5803513 | OUTSMART OVERDRAFTS. | |
| Serial Number: | 88284384 | BANKING FOR THE 99% | |
| Serial Number: | 88288663 | SIDE HUSTLE | |
| Serial Number: | 88697691 | DAVE.COM | |
| Serial Number: | 88930971 | PUT EVERYONE'S FINANCIAL MIND AT EASE | |
| Serial Number: | 88930989 | FINANCIAL MIND | |
| Serial Number: | 88961431 | YOURS TO SPEND | |
| Serial Number: | 90133935 | DAVE HUSTLE | |
| Serial Number: | 88977699 | BANKING FOR HUMANS | |
| Registration Number: | 6192582 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125778920 | | |
| <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> | | | |
| Email: | lisa.guarnieri@katten.com | | |
| Correspondent Name: | Lisa Guarnieri c/o Katten Muchin | | |
| Address Line 1: | 525 West Monroe | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |

CH \$290.00 5404867

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| NAME OF SUBMITTER: | Lisa Guarnieri |
| SIGNATURE: | /Lisa Guarnieri/ |
| DATE SIGNED: | 01/28/2021 |
| Total Attachments: 7 source=Dave Trademark Security Agreement Executed#page1.tif source=Dave Trademark Security Agreement Executed#page2.tif source=Dave Trademark Security Agreement Executed#page3.tif source=Dave Trademark Security Agreement Executed#page4.tif source=Dave Trademark Security Agreement Executed#page5.tif source=Dave Trademark Security Agreement Executed#page6.tif source=Dave Trademark Security Agreement Executed#page7.tif | |

TRADEMARK SECURITY AGREEMENT dated as of January 27, 2021 (this “Agreement”), among the entities listed on the signature pages hereof (each a “Grantor”, and collectively, the “Grantors”) and Victory Park Management, LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Financing Agreement (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Dave Inc., a Delaware corporation (“Parent”), as a Guarantor, the other Guarantors from time to time party thereto, Dave OD Funding I, LLC, a Delaware limited liability company (the “Borrower”), the Lenders from time to time party thereto and Victory Park Management, LLC, as administrative agent and collateral agent and (b) the Parent Pledge Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Parent Pledge Agreement”), among Parent, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or Parent Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States trademarks and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in 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” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent- to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Parent Pledge Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Parent Pledge Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Parent Pledge Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Parent Pledge Agreement, the terms of the Parent Pledge Agreement shall govern.

SECTION 4. Termination. Upon payment in full in cash of the Obligations under the Transaction Documents (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in

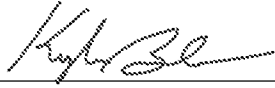
writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

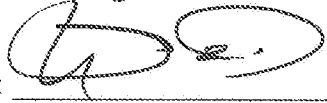
DAVE INC.,
as Grantor

By: 

Name: Kyle Beilman

Title: Chief Financial Officer

VICTORY PARK MANAGEMENT, LLC, as
Collateral Agent

By: 
Name: Scott R. Zennick
Title: Authorized Signatory

Schedule I to the
Trademark Security Agreement

TRADEMARK COLLATERAL

| Owner/Applicant | Country | Trademark | Registration Number | Registration Date |
|-----------------|---------|---|--|---|
| Dave Inc. | USA | “Dave” word mark classes 009, 035, 036, 042 | 5404867 | 2/20/2018 |
| Dave Inc. | USA | “Outsmart Overdrafts” word mark Published TMOG on Nov 27, 2018. 009 and 036 (1 (a) status In Use in Commerce and 035 and 042 under 1(b) status. Filed Statement of Use for Classes 035 and 042, awaiting office action response. | Serial #87367037 Registration # 5803513 | Notice of Allowance (NOA) Issue Date: Jan 22, 2019. Filed Statement of Use for classes 035 and 042, awaiting office action response. |
| Dave Inc. | USA | “Banking For the 99%” word mark | Serial #88284384 | Application Suspended 6/17/19, Another TM App Filed Before Dave Inc application. Serial Number 88255786 |
| Dave Inc. | USA | “Side Hustle” word mark | Serial #88288663 | TM Office Suspended Application for Previously Filed TM. Filed office response, revival of application, appeal for rejection for Side Hustle. Office Action Response Due Awaiting Office Response from August 19, |

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| | | | | 2020 (Need Verified evidence of Use of Side Hustle from Dave team) |
| Dave Inc. | USA | Dave Bear Image Mark | Registration #6192582 | Registered: Nov 10, 2020 |
| Dave Inc. | USA | "Banking for Humans" | Serial #8846083 and 88977699 | Application Suspended Jan 12, 2021 until disposition of cited Registration(s) "Bank Human" "Bank Human Again" |
| Dave Inc. | USA | "Dave.com" | Serial # 88697691 | No Opposition Filed and Notice of Allowance issued on November 17, 2020. Granted 1(a) for classes 009 & 036; 1(b) for 035 & 042 |
| Dave Inc. | USA | "Put Everyones Financial Mind At Ease" | Serial #: 88930971 | Non Final Office Action Date: August 31, 2020 (Response Pending Dave Changes) |
| Dave Inc. | USA | "Financial Mind" | Serial #: 88930989 | Non Final Office Action Date: August 31, 2020 (Response Pending Dave Changes) |
| | | | | Non Final Office Action Date: |

| | | | | |
|------------------|-----|------------------|----------------------|---|
| Dave Inc. | USA | "Yours To Spend" | Serial # 88961431 | August 31, 2020 (Response Pending Dave Changes) |
| Dave Inc. | USA | "Dave Hustle" | Serial #90133935 | Filed Response to Office Action 12/25/2020 (Pending File Allegation of Use with "Dave Hustle" Replacing Side Hustle) |