

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4895389

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	TRANSFER OF SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	WESTERN ALLIANCE BANK	03/30/2018
RECEIVING PARTY DATA		
Name:	EXPERIAN HOLDINGS, INC.	
Street Address:	475 ANTON BLVD.	
City:	COSTA MESA	
State/Country:	CALIFORNIA	
Postal Code:	92626	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Patent Number:	8260699	
Patent Number:	6487540	
Patent Number:	7213064	
Patent Number:	7229006	
Patent Number:	7953213	
Patent Number:	8543498	
Patent Number:	8347364	
Patent Number:	7797734	
CORRESPONDENCE DATA		
Fax Number:	(703)773-5200	
<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:	703-773-4002	
Email:	PatentProsecutionRes@dlapiper.com	
Correspondent Name:	NICOLAS PANNO	
Address Line 1:	P.O. BOX 2758	
Address Line 4:	RESTON, VIRGINIA 20195	
NAME OF SUBMITTER:	LANA STRAWDERMAN	
SIGNATURE:	/LANA STRAWDERMAN/	
DATE SIGNED:	04/02/2018	

Total Attachments: 30

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**LOAN DOCUMENT
PURCHASE AND ASSIGNMENT AGREEMENT**

THIS LOAN DOCUMENT PURCHASE AND ASSIGNMENT AGREEMENT (the "Agreement") is entered into in San Jose, California and is effective this 30th day of March, 2018 (the "Effective Date") by and between Western Alliance Bank, an Arizona banking corporation ("Assignor"), and Experian Holdings, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor is a party to certain loan documents listed on Exhibit A attached hereto and incorporated herein by this reference and collectively referred to herein as the "Loan Documents." The Loan Documents evidence a certain loan by Assignor to Finicity Corporation and Aurora Financial Systems Holdings, Inc. (collectively "Borrower") in the original principal amount of Six Million Dollars (\$6,000,000.00) (the "Loan").

B. Assignee desires to purchase from Assignor, and Assignor desires to sell to Assignee, all of Assignor's rights, title, and interest in and to the Loan Documents as they exist as of the Effective Date, subject to the terms and conditions herein.

C. As of the Effective Date, the following amounts are due and payable with respect to the Loan: (i) the aggregate unpaid principal balance in the amount of five million Dollars (\$5,000,000.00), (ii) aggregate accrued and unpaid interest in the amount of Thirty Two Thousand Three Hundred Forty Nine and 99/100 Dollars (\$32,349.99), (iii) a fee in lieu of warrant of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00); and (iv) unreimbursed attorney's fees of Two Thousand One Hundred Sixty-Five and 30/100 Dollars (\$2,165.30). The current rate of interest accrual is \$1,631.94 per day.

D. In connection with the Loan, Borrower issued 173,354 warrants priced at \$.6057 and 248,241 warrants priced at \$.6818 to Assignor to acquire Borrower's Series B Preferred Stock (the "Warrants"), and in connection with this Agreement, Assignor shall assign 86,677 warrants at \$.6057 and 124,120 warrants priced at \$.6818 of such Warrants (the "Assigned Warrants") to Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Payment of Purchase Price; Costs. On the date hereof, Assignee shall pay to Assignor the sum of Five Million Seventy Two Thousand Fifteen and 99/100 Dollars (\$5,072,015.99) (the "Purchase Price") by wire transfer as instructed by Assignor. In addition, Assignee shall bear all costs and expenses in connection with the sale and assignment contemplated in this Agreement, including without limitation any applicable transfer taxes, recording fees, UCC filing fees, property taxes and assessments, and any other taxes, fees or costs.

2. Assignment of Loan Documents and Warrants; Notice to Borrower. Effective upon receipt of the Purchase Price:

(a) Subject to Section 2(b) of this Agreement, Assignor hereby grants, assigns, conveys, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to all of the Loan Documents and its rights and remedies thereunder.

(b) Assignor hereby grants, assigns, conveys, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the Assigned Warrants represented by the warrant agreements listed on Exhibit A. Notwithstanding anything to the contrary in Section 2(a), only Assignor's right, title, and interest in and to that portion of the Warrants that comprises the Assigned Warrants (and Assignor's rights and remedies with respect to such Assigned Warrants) shall be assigned, conveyed, transferred, and set over to Assignee under this Agreement.

(c) Assignor shall promptly deliver to Assignee the original Loan Documents (except where certain originals are due to the issuer of the Warrants), together with all of the following, fully executed by Assignor or its assignees, as applicable: (i) Assignment of Loan Documents and two Assignment of Warrants documents, in the forms attached hereto as Exhibit B; and (iii) UCC Financing Statement Amendments changing the name of the secured party from Assignor to Assignee for each Financing Statement filed by Assignor with respect to the Loan.

Upon the assignment set forth herein, Assignor shall have no further right to service the Loan, and shall notify Borrower that the Loan Documents and servicing rights have been assigned to Assignee.

3. Acceptance of Assignment; As Is. Assignee hereby accepts the assignment set forth in Section 2 of this Agreement, and hereby assumes and agrees to perform all of the obligations of Assignor under the Loan Documents. The sale and assignment pursuant to this Agreement is made "as is" and entirely without recourse to Assignor, and is understood to be without any representation or warranty by Assignor, save and except in each case as expressly set forth in Section 5 of this Agreement. Specifically, and not as a limitation of any other provision hereof, Assignor makes no representation or warranty, express or implied, to Assignee or to any other party with respect to any of the following: the condition (financial or otherwise) of Borrower, any guarantor, or any other person or entity; the existence or nature of any asset or liability of Borrower, any guarantor, or any other person or entity; the ability of Borrower, any guarantor, or any other person or entity to perform its or their obligations under the Loan Documents; the validity, enforceability, attachment, priority, or perfection of any security interest, attachment, relief, or encumbrance, included in the Loan Documents; the existence, perfection, filing or priority of any financing statement or any other lien securing performance under the Loan Documents, as applicable; the validity or enforceability of the Loan Documents; or the effect of this Agreement upon the rights of Assignee or any other person under any of the Loan Documents. The terms and conditions set forth herein are the result of arm's-length bargaining between parties familiar with transactions of this nature. The price, terms, and condition reflect the fact that except for the representations and warranties of Assignor expressly set forth in Section 5 below, Assignee shall not have the benefit of, and is relying upon, no

statements, representations, or warranties, express or implied, made by or enforceable against Assignor, Assignor's affiliates, or Assignor's employees, consultants, appraisers, attorneys, or agents.

4. [Intentionally Omitted]

5. Assignor's Representations and Warranties. To induce Assignee to enter into this Agreement, Assignor hereby represents, warrants, and covenants to Assignee the following:

(a) Assignor has full power and authority to execute and deliver this Agreement and to transfer the Loan Documents and the Assigned Warrants to Assignee pursuant to this Agreement.

(b) Assignor has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights or interests under the Loan Documents, the Assigned Warrants, or any Loan Document, to any other party or parties, and is the sole legal and beneficial owner of such rights and interests.

(c) Exhibit A hereto and the following list of two instruments set forth a true and complete list of all the agreements and instruments (and Assignor has provided to Assignee a true and complete copy of all such agreements and instruments) entered into in connection with the transactions contemplated by the Loan Documents which remain in effect and available for enforcement as of the Effective Date: (i) Warrant to Purchase Stock, issued on November 30, 2017 by Finicity Corporation to Western Alliance Bank, with exercise price of \$.6818 per share, and (ii) Warrant to Purchase Stock, issued on December 28, 2017 by Finicity Corporation to Western Alliance Bank, with exercise price of \$.6818 per share. Except as set forth in the Loan Documents, Assignor has not consented to any modification, release or waiver with respect to the Loan Documents.

6. Assignee's Representations and Warranties. To induce Assignor to enter into this Agreement, Assignee hereby represents warrants and covenants to Assignor the following:

(a) Assignee has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder and under the Loan Documents. Assignee is familiar with loan transactions of the type evidenced by the Loan Documents and has such knowledge and experience in lending matters that it is capable of and in a position to evaluate the merits and risks of an investment in the Loan Documents.

(b) The execution and delivery by Assignee of this Agreement and the performance by Assignee of its obligations hereunder and under the Loan Documents have been duly authorized, and do not and will not contravene (a) any law or regulation binding on or affecting Assignee, (b) any contractual restriction with any party binding on Assignee, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Assignee, or (d) the organizational documents of Assignee.

(c) The execution and delivery by Assignee of this Agreement and the performance by Assignee of its obligations hereunder and under the Loan Documents do not require any order, consent, approval, license, authorization or validation of, or filing, recording

or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, in order to be binding on Assignee.

(d) This Agreement has been duly executed and delivered by Assignee and is the binding obligation of Assignee, enforceable against Assignee in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

(e) Assignee has no claims, rights or recourse against Assignor arising from or in any way related to this Agreement or the Loan Documents or Assignor's administration of the Loan and, except with respect to the obligations created by, acknowledged, or arising out of this Agreement, to the extent Assignee has or may have any such claims, rights or recourse against Assignor, Assignee hereby fully releases Assignor from and against any and all such liability, and intends that this Agreement be a full and final accord and satisfaction of any such claims, rights or recourse, known or unknown.

(f) Assignee has conducted its own investigation and analysis of Borrower, the Loan Documents and any guarantor thereunder and is not relying on any representations or warranties of Assignor, except for those representations and warranties specifically made by Assignor in Section 5 above.

(g) In addition to Assignor's rights under Section 11 below, if Assignor must disgorge to Assignee the Purchase Price, Assignee shall immediately reconvey, assign and transfer to Assignor all rights, title and interest in the Loan Documents, and take all further necessary actions to ensure and protect the rights of Assignor against such loss or disgorgement.

7. Waiver and Release. Assignee may have certain Claims against the Released Parties, as those terms are defined below, regarding or relating to the Loan Documents, to loans made or alleged to have been promised to be made to Borrower or any guarantor under the Loan Documents by Assignor. Assignor and Assignee desire to resolve each and every one of such Claims in conjunction with the execution of this Agreement and thus Assignee makes this waiver and general release. In consideration of Assignor entering into this Agreement and agreeing to assign the Loan Documents to Assignee, Assignee hereby releases and discharges Assignor, and each of its directors, officers, employees, subsidiaries and affiliates, attorneys, agents, representatives, successors and assigns, and each of them (collectively, the "Released Parties"), of and from any and all claims, causes of action, costs or demands and liabilities, of whatever kind or nature, whether known or unknown, liquidated or unliquidated, suspected or unsuspected, anticipated or unanticipated, which Assignee has, claims to have, or hereafter claims to have against the Released Parties by reason of any act or omission on the part of the Released Parties, or any of them, occurring prior to the date on which this Agreement is executed regarding or relating to the Loan Documents, the loans made or alleged to have been promised to be made to Borrower or any guarantor under the Loan Documents by Assignor (collectively, "Claims"). For the avoidance of doubt, and notwithstanding anything contained in the Agreement to the contrary, no waiver of any "Claims" are given with respect to claims arising under this Agreement.

(a) Extinguish Claims. Assignee agrees that the release by Assignee is voluntarily and knowingly given with the express intention of effecting the legal consequences provided in section 1541 of the California Civil Code, which provides as follows:

An obligation is extinguished by a release therefrom given to the debtor by the creditor, upon a new consideration, or in writing, with or without new consideration.

(b) Unknown and Future Claims. Assignee understands and acknowledges that there is a risk that after the execution of this Agreement, including this General Release: (i) that the facts with respect to this General Release may be found to be other than or different from the facts now believed to be true; (ii) Assignee may incur or sustain damages or losses that are in some way caused by the occurrences referred to above, including the Claims, but which are unknown and unanticipated at the time the parties sign this Agreement, including this General Release; (iii) that damages or losses presently known, if any, may be or may become more serious than Assignee now anticipates. Assignee agrees to release the Released Parties and assume all risks for releasing all Claims. Assignee has read the entire section 1542 of the California Civil Code set forth below and, having had the opportunity to consult with legal counsel, Assignee hereby expressly waives and relinquishes any and all rights and benefits available to Assignee by section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

(c) Covenant Not to Sue. It is the express purpose of this General Release to assure that the Released Parties shall not be sued upon any allegation, of any kind, arising out of the Claims. To that end, as of and upon the date hereof, Assignee agrees and covenants not to bring, institute, file, commence, cause to be commenced, voluntarily aid in any way or further prosecute any action or proceeding against any of the Released Parties, in any forum, tribunal, court, or jurisdiction in any way arising out of and relating to the Claims.

(d) No Admission. Assignee understands and acknowledges that if any claims or other matters herein released were alleged to exist, such would be disputed by Assignor. No action taken by the parties to this Agreement, or any of them, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission to the truth or falsity of any claims made; or (b) an acknowledgment or admission by Assignor of any fault or liability whatsoever to any other party or to any third party.

(e) Binding on Successors and Assigns. This General Release shall be binding not only upon Assignee but also upon Assignee's heirs, assigns, beneficiaries, holders in due course, representatives, trustees, affiliates, principals, agents, shareholders, officers, directors, employees, and all other successors-in-interest. This General Release shall survive the termination of this Agreement and shall remain in full force and effect commencing on the date on which it is executed and continuing thereafter, notwithstanding the occurrence of the Termination Date.

(f) Informed Consent. Assignee has carefully read this General Release, knows what is in it, and signs it freely and voluntarily, having had an opportunity to discuss this Agreement, including this General Release, with counsel. Assignee declares that, prior to and in connection with the execution of this General Release, experts, legal counsel or other sources of Assignee's own selection have provided sufficient data and advice so that Assignee is able to exercise its judgment intelligently in deciding whether to execute this General Release. Assignee further represents that its decision to execute this General Release is not predicated on or influenced by any declarations or representations of Assignor or other persons other than as expressly set forth in this Agreement. Assignee further expressly states that it has read this General Release and understands all of its terms. Assignee executes this General Release voluntarily and with full knowledge of its significance.

(g) Warranty of Authority. Assignee represents and warrants that: (a) it has the right and authority to execute this General Release; and (b) it is the sole owner of the Claims which are hereby compromised and/or released and that no part of such Claims have been sold, assigned, transferred, conveyed, hypothecated, encumbered or otherwise disposed of in any way. In the event that Assignee has assigned or transferred, or purported to assign or transfer, or any other person shall claim an interest in any Claims, then Assignee shall indemnify Assignor and hold it harmless from and against any and all losses, costs, claims or expenses, including but not limited to all costs related to the defense of any action, including reasonable attorneys' fees, based upon or arising out of or incurred as a result of any such claim, assignment or transfer.

8. Further Assurances. Subject to the other terms of this Agreement, the parties hereto agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, from time to time, to effectuate the Closing in a manner materially consistent with the terms set forth in this Agreement, provided that any control agreement executed in connection herewith by Assignor shall be in its standard form. Assignee shall, at its own cost and expense, execute, acknowledge, file, and record such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement including, without limitation (i) the filing of UCC Financing Statement Amendments, and (ii) preparing and arranging for the execution and delivery of any notices required by warrant agreements listed on Exhibit A.

9. Attorneys' Fees. In the event of default under this Agreement, the defaulting party shall be obligated to pay the non-defaulting party's (whether or not suit is filed) attorney's fees and costs incurred in connection with such default, including without limitation any and all costs and fees incurred in any insolvency, bankruptcy or similar proceedings, state or federal, whether voluntarily or involuntarily commenced.

10. Binding on Heirs and Successors. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

11. Indemnification. Assignee hereby agrees to indemnify, defend and hold harmless Assignor and its officers, employees, and agents against all obligations, demands, claims, and liabilities, in each case asserted by any other person against Assignor in connection with

Assignee's enforcement or any other acts or omissions with respect to the Loan Documents, whether before or after the Effective Date. The indemnification set forth in this Section 11 is the sole and exclusive remedy of the Assignor with respect to Assignee's enforcement or any other acts or omissions with respect to the Loan Documents, whether before or after the Effective Date.

12. Entire Agreement, Modification, Waiver. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. Any oral representations, supplements or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

13. Governing Law and Venue. The validity, construction and enforceability of this Agreement shall be governed the laws of the State of California and the parties hereto consent that the Santa Clara County Superior Court and/or the United States District Court for the Northern District of California shall have exclusive jurisdiction over any dispute regarding this Agreement.

14. **JURY WAIVER. THE UNDERSIGNED ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, BRIDGE BANK AND THE UNDERSIGNED, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT (INCLUDING THE LOAN DOCUMENTS), INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED AND BRIDGE BANK.**

Claims Subject To Judicial Reference; Selection of Referee ("Reference Agreement"). In the event that the Jury Trial Waiver set forth above is not enforceable, the Parties elect to proceed as set forth below.

All Claims (as hereinafter defined) including any and all questions of law or fact relating thereto, shall, at the written request of any Party, be determined by reference pursuant to Section 638 et. seq. of the California Code of Civil Procedure, as the same may be amended from time to time ("Reference Proceedings"), except as set forth in Section 14(d) below.

(a) Referee. The Parties, by mutual written agreement, shall select a single neutral referee ("Referee"), who shall be a retired state or federal court judge or justice with at least five (5) years of judicial trial experience in civil matters. In the event the Parties cannot agree upon a referee within ten (10) days of a written request to do so by any Party, the Referee shall be appointed by the Presiding Judge, or a judge designated by the Presiding Judge, of the court with jurisdiction over the Parties hereunder, except as otherwise required by law in the case

of an action based on real property. A request for appointment of a Referee may be heard on an ex parte or expedited basis, and the Parties agree that irreparable harm would result if ex parte relief is not granted. The Parties shall equally bear the fees and expenses of the referee unless the Referee otherwise provides in the statement of decision. In the event that the undersigned fails to pay his, her or its share of the Reference Proceedings, Bridge Bank may advance the undersigned's share, and the same shall thereby become part of the Indebtedness and shall bear interest and be paid in accordance with the Note and/or other Loan Documents.

(b) Time Is Of The Essence. The Parties agree that time is of the essence in conducting the Reference Proceedings. Accordingly, the Referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (a) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of said conference, and (c) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

(c) Conduct Of Reference. Except as provided in this Reference Agreement, the Reference Proceedings shall be conducted pursuant to Applicable State Law (as hereinafter defined). The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this Reference Agreement. Except as expressly set forth herein, the Referee shall determine the manner in which the Reference Proceedings are conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the Reference Proceedings. All proceedings and hearings conducted before the Referee, except for trial, shall be conducted without a court reporter, except that when any Party so requests, a court reporter will be used at any hearing conducted before the Referee, and the referee will be provided a courtesy copy of the transcript. The Party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the Referee's power to award costs to the prevailing Party, the Parties will equally share the cost of the Referee and the court reporter at trial. The Referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the Parties and rule on any motion that would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The Referee shall issue a decision pursuant to Section 644 of the California Code of Civil Procedure, as the same may be amended from time to time. The Referee's decision shall be entered by the court as a judgment or an order in the same manner as if the action had been tried by the court. The final judgment or order from any appealable decision or order entered by the Referee shall be fully appealable as provided by law. The Parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a Reference Proceeding under this provision.

(d) Provisional Remedies, Self-Help and Foreclosure. No provision herein shall limit the right of any Party to (a) exercise self-help remedies including, without limitation, set off, and remedies of a secured Party under Division 9 of the Uniform Commercial Code, (b) foreclose nonjudicially against or sell any collateral, by power of sale or otherwise or (c) obtain or oppose temporary, provisional or ancillary remedies, including the appointment of a Receiver, from a court of competent jurisdiction before, after or during the pendency of the Reference Proceedings.

(e) Limitation on Damages. In the event that punitive damages are permitted under applicable California law, the amount thereof shall not exceed a sum equal to the amount of actual damages as determined by the Referee.

(f) Severability. In the event that any part of this Reference Agreement is found to be illegal or unenforceable, the remainder shall remain in full force and effect. In the event that the enabling legislation which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the Parties that otherwise would be determined by Reference Proceeding shall be resolved and determined by binding arbitration in accordance with the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure, as the same may be amended from time to time. The provisions herein with respect to Reference Proceedings shall apply to any such arbitrator, who shall have the same qualifications as the Referee and who shall be selected in the same manner as the Referee stated herein.

(g) Miscellaneous. In the event that multiple Claims are asserted, some of which are found not subject to this Reference Agreement, the Parties agree to stay the proceedings of the Claims not subject to this Reference Agreement until all other Claims are resolved in accordance with this Agreement. In the event that Claims are asserted against multiple Parties, some of whom are not subject to this Reference Agreement, the Parties agree to sever the Claims subject to this Reference Agreement and resolve them in accordance with its provisions.

(h) Definitions. As used in this Reference Agreement only:

(i) "Applicable State Law" shall mean the law of the State of California; provided, however, that if any Party seeks to (i) exercise self-help remedies, including without limitation, set off, (ii) foreclose against or sell any collateral, by power of sale or otherwise or (iii) obtain or oppose provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of the Reference proceeding, the law of the state where such collateral is located shall govern the exercise of or opposition to such rights and remedies.

(ii) "Claim" shall mean any claim, cause of action, action, dispute or controversy between or among the Parties, whether sounding in contract, tort or otherwise, which arises out of or relates to: (i) any of the Loan Documents, (ii) any negotiations or communications relating to any of the Loan Documents, whether or not incorporated into the Loan Documents or any indebtedness evidenced thereby; or (iii) any alleged agreements, promises, representations or transactions in connection therewith.

(iii) "Party" or "Parties" shall means and refers to Western Alliance Bank and the persons or entities who have executed the document of which this Reference Agreement is a part, whether as Borrower, Grantor, Guarantor, Trustor, Assignee or otherwise.

15. Captions. The captions and section headings used herein are for convenience and for ease of reference only and constitute no part of this Agreement or understanding between the

parties hereto, and no reference shall be made thereto for the purpose of construing or interpreting any of the provisions hereof.

16. Survival of Warranties. The warranties and representations, and covenants of the parties hereunder shall survive the transactions contemplated herein.

17. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

19. Singular, Plural, etc. Whenever the singular number is used herein and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm, partnership, joint venture, trust, estate, or other association.

20. Invalidity. In the event that any condition, covenant, promise, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant, promise, condition, or other provision herein contained. If such condition, covenant, promise, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

21. Exhibits and Schedules. All Exhibits and Schedules referred to herein are hereby attached hereto and incorporated herein by this reference with the same force and effect as if fully set forth herein.

22. Agency. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture of any other association. Each of the parties hereto expressly disclaims any intention to create a partnership, joint venture, or principal-agent relationship.


23. No Brokers. Assignor and Assignee represent and warrant to each other that there are no real estate agents or brokers who may assert a claim for a commission or fee of any kind in connection with the proposed transaction. In the event that any broker, agent, or finder perfects a claim for a commission or a finder's fee based upon any contract, dealings, or communication with either party hereto, the party through which the broker or finder makes its claim shall be responsible for said commission or fee, and shall indemnify and hold harmless as to all claims, liabilities, costs, and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the other party in defending against same. This indemnity shall survive the sale and assignment contemplated herein.

24. Execution. This Agreement shall be executed in duplicate original. Transmittal of fully-executed signature pages to the other party by facsimile or in electronic pdf format shall be deemed to constitute execution, provided that original signature pages shall also simultaneously be transmitted to that party by overnight delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

ASSIGNOR:

WESTERN ALLIANCE BANK, an Arizona
banking corporation as successor in interest to
Bridge Bank, National Association

By: 
Name: Michael Lederman
Title: SVP

ASSIGNEE:

Experian Holdings, Inc., a Delaware corporation

By: _____
Name: _____
Title: _____

24. Execution. This Agreement shall be executed in duplicate original. Transmittal of fully-executed signature pages to the other party by facsimile or in electronic pdf format shall be deemed to constitute execution, provided that original signature pages shall also simultaneously be transmitted to that party by overnight delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

ASSIGNOR:

WESTERN ALLIANCE BANK, an Arizona
banking corporation as successor in interest to
Bridge Bank, National Association

By: _____
Name: _____
Title: _____

ASSIGNEE:

Experian Holdings, Inc., a Delaware corporation

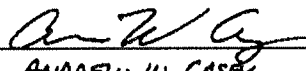
By: 
Name: ANDREW W. CASEY
Title: SVP. CORPORATE DEVELOPMENT

EXHIBIT A

LOAN DOCUMENTS

1. UCC-1 Financing Statement regarding Aurora Financial Systems Holdings, Inc. ("Aurora") filed October 27, 2016 in the Delaware Department of State and assigned Filing No. 20166622201
2. UCC-1 Financing Statement regarding Finicity Corporation ("Finicity") filed October 27, 2016 in the Utah Department of State and assigned Filing No. 503648201641
3. Loan Security Agreement dated October 28, 2016 between Borrower and Lender
4. Loan and Security Modification Agreement dated June 29, 2017 between Borrower and Lender
5. Subordination Agreement dated July 31, 2017 executed by Creditor Realty Partners Mother, LLC in favor of Lender
6. Subordination Agreement dated July 31, 2017 executed by Creditor Simmons Development, LLC in favor of Lender
7. Convertible Promissory Note dated July 31, 2017 executed by Finicity Corporation in favor of Realty Partners Mother, LLC in the original principal amount of \$300,000.00
8. Convertible Promissory Note dated July 31, 2017 executed by Finicity Corporation in favor of Simmons Development, LLC in the original principal amount of \$350,000.00
9. Loan and Security Modification Agreement dated September 22, 2017 between Borrower and Lender
10. Loan and Security Modification Agreement dated October 31, 2017 between Borrower and Lender
11. Loan and Security Modification Agreement dated December 28, 2017 between Borrower and Lender
12. Affirmation of Subordination Agreement dated December 28, 2017 executed by Creditor Simmons Development, LLC in favor of Lender
13. Affirmation of Subordination Agreement dated December 28, 2017 executed by Creditor Realty Partners Mother, LLC in favor of Lender
14. Intellectual Property Security Agreement dated December 28, 2017 executed by Borrower in favor of Lender

15. UCC-1 Financing Statement Amendment regarding Aurora filed on December 29, 2017 in the Delaware Department of State and assigned document no. 20178648109
16. UCC-3 Financing Statement Amendment regarding Finicity filed January 3, 2018 in the Utah Department of State and assigned receipt no. 7188399
17. UCC-1 Financing Statement regarding Aurora filed on January 3, 2018 and assigned document no. 503648201641
18. Warrant to Purchase Stock, issued on October 28, 2016 by Finicity Corporation to Western Alliance Bank, with exercise price of \$.6057 per share (Assignor is assigning to Assignee such Warrant to Purchase Stock *only* as to 86,677 shares available for purchase thereunder.)
19. Warrant to Purchase Stock, issued on June 29, 2017 by Finicity Corporation to Western Alliance Bank, with exercise price of \$.6818 per share (Assignor is assigning to Assignee such Warrant to Purchase Stock *only* as to 124,120 shares available for purchase thereunder.)

EXHIBIT B

**Form of Assignment of Loan Documents and
Form of Assignment of Warrants**

ASSIGNMENT OF LOAN DOCUMENTS

FOR VALUE RECEIVED, the undersigned, Western Alliance Bank, an Arizona banking corporation ("Assignor"), hereby absolutely and unconditionally transfers, conveys, and assigns to Experian Holdings, Inc., a Delaware corporation ("Assignee") all of Assignor's right, title and interest in and to (i) all those Loan Documents described in Schedule 1 hereto, (ii) the loan evidenced by the Loan Documents (the "Loan"), and (iii) Assignor's security interests, as evidenced by the Loan Documents, in any and all collateral securing the Loan. In connection therewith, Assignor hereby grants, sells, transfers, conveys, and assigns to Assignee the Loan Documents.

This Assignment is made pursuant to the terms and conditions of that certain Loan Document Purchase and Assignment Agreement dated as of March 30, 2018, by and between Assignee and Assignor (the "Loan Document Purchase Agreement") which, among other things, provides for an assignment and transfer to Assignee on an "AS IS" and "WITH ALL FAULTS" basis and without recourse or representation or warranty of any kind, express or implied, except for the representations and warranties of Assignor set forth in Section 5 thereof.


Assignor hereby covenants and agrees to execute and deliver to Assignee any and all further documents and instruments reasonably required by Assignee to effectuate and perfect the grant, sale, transfer, conveyance and assignment contained in this Assignment of Loan Documents.

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and its successors and assigns (subject to the limitations set forth in the Loan Document Purchase Agreement). All capitalized terms not defined herein shall have the meaning ascribed to them in the Loan Document Purchase Agreement.

Dated: March 30, 2018

ASSIGNOR:

WESTERN ALLIANCE BANK, an
Arizona banking corporation

By: 
Name: Michael Lederman
Title: SVP

SCHEDULE 1

LOAN DOCUMENTS

1. UCC-1 Financing Statement regarding Aurora Financial Systems Holdings, Inc. ("Aurora") filed October 27, 2016 in the Delaware Department of State and assigned Filing No. 20166622201
2. UCC-1 Financing Statement regarding Finicity Corporation ("Finicity") filed October 27, 2016 in the Utah Department of State and assigned Filing No. 503648201641
3. Loan Security Agreement dated October 28, 2016 between Borrower and Lender
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6. Subordination Agreement dated July 31, 2017 executed by Creditor Simmons Development, LLC in favor of Lender
7. Convertible Promissory Note dated July 31, 2017 executed by Finicity Corporation in favor of Realty Partners Mother, LLC in the original principal amount of \$300,000.00
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9. Loan and Security Modification Agreement dated September 22, 2017 between Borrower and Lender
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18. Warrant to Purchase Stock, issued on October 28, 2016 by Finicity Corporation to Western Alliance Bank, with exercise price of \$.6057 per share (Assignor is assigning to Assignee such Warrant to Purchase Stock *only* as to 86,677 shares available for purchase thereunder.)
19. Warrant to Purchase Stock, issued on June 29, 2017 by Finicity Corporation to Western Alliance Bank, with exercise price of \$.6818 per share (Assignor is assigning to Assignee such Warrant to Purchase Stock *only* as to 124,120 shares available for purchase thereunder.)

ASSIGNMENT OF WARRANTS

FOR VALUE RECEIVED, the undersigned, Western Alliance Bank, an Arizona banking corporation ("Assignor"), hereby absolutely and unconditionally transfers, conveys, and assigns to Experian Holdings, Inc., a Delaware corporation ("Assignee") all of Assignor's right, title and interest in and to that certain Warrant to Purchase Stock, issued on June 29, 2017 by Finicity Corporation to Assignor (exercise price of \$.6818 per share), *only* with respect to 124,120 of the shares available for purchase thereunder. This Assignment of Warrants shall not affect Assignor's rights with respect to the remainder of the shares available for purchase under such Warrant to Purchase Stock.

This Assignment of Warrants is made pursuant to the terms and conditions of that certain Loan Document Purchase and Assignment Agreement dated as of March 30, 2018, by and between Assignee and Assignor, (the "Loan Document Purchase Agreement") which, among other things, provides for an assignment and transfer to Assignee on an "AS IS" and "WITH ALL FAULTS" basis and without recourse or representation or warranty of any kind, express or implied, except for the representations and warranties of Assignor set forth in Section 5 thereof.

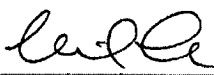
Assignor hereby covenants and agrees to execute and deliver to Assignee any and all further documents and instruments reasonably required by Assignee to effectuate and perfect the grant, sale, transfer, conveyance and assignment contained in this Assignment of Warrants.

This Assignment of Warrants shall be binding upon and shall inure to the benefit of Assignor and Assignee and its successors and assigns (subject to the limitations set forth in the Loan Document Purchase Agreement). All capitalized terms not defined herein shall have the meaning ascribed to them in the Loan Document Purchase Agreement.

Dated: March 30, 2018

ASSIGNOR:

WESTERN ALLIANCE BANK, an Arizona
banking corporation

By: 
Name: Michael Lederman
Title: SVP

ASSIGNMENT OF WARRANTS

FOR VALUE RECEIVED, the undersigned, Western Alliance Bank, an Arizona banking corporation ("Assignor"), hereby absolutely and unconditionally transfers, conveys, and assigns to Experian Holdings, Inc., a Delaware corporation ("Assignee") all of Assignor's right, title and interest in and to that certain Warrant to Purchase Stock, issued on October 28, 2016 by Finicity Corporation to Assignor (exercise price of \$.6057 per share), *only* with respect to 86,677 of the shares available for purchase thereunder. This Assignment of Warrants shall not affect Assignor's rights with respect to the remainder of the shares available for purchase under such Warrant to Purchase Stock.

This Assignment of Warrants is made pursuant to the terms and conditions of that certain Loan Document Purchase and Assignment Agreement dated as of March 30, 2018, by and between Assignee and Assignor, (the "Loan Document Purchase Agreement") which, among other things, provides for an assignment and transfer to Assignee on an "AS IS" and "WITH ALL FAULTS" basis and without recourse or representation or warranty of any kind, express or implied, except for the representations and warranties of Assignor set forth in Section 5 thereof.


Assignor hereby covenants and agrees to execute and deliver to Assignee any and all further documents and instruments reasonably required by Assignee to effectuate and perfect the grant, sale, transfer, conveyance and assignment contained in this Assignment of Warrants.

This Assignment of Warrants shall be binding upon and shall inure to the benefit of Assignor and Assignee and its successors and assigns (subject to the limitations set forth in the Loan Document Purchase Agreement). All capitalized terms not defined herein shall have the meaning ascribed to them in the Loan Document Purchase Agreement.

Dated: March 30, 2018

ASSIGNOR:

WESTERN ALLIANCE BANK, an Arizona
banking corporation

By: 
Name: Michael Lederman
Title: SVP

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 28, 2017 (the "Agreement") is entered into by and between FINICITY CORPORATION, a Utah corporation ("Parent"), and AURORA FINANCIAL SYSTEMS HOLDINGS, INC., a Delaware corporation ("Aurora") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"). Parent and Aurora are each also referred to herein as a "Grantor", and collectively, as the "Grantors").

Reference is made to the Loan and Security Agreement, dated as of October 28, 2016 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. Terms used but not defined herein have the meaning given to them in the Loan Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTORS:

FINICITY CORPORATION

By: _____

Name: _____

Title: _____

AURORA FINANCIAL SYSTEMS HOLDINGS, INC.

By: _____

Name: _____

Title: _____

Address for Notices for all Grantors:
434 West Ascension Way
Suite #200
Murray, UT 84123

LENDER:

WESTERN ALLIANCE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Note Department

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Fax: (408) 282-1681

PATENT

REEL: 045816 FRAME: 0149

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ☒

<u>Name of Owner</u>	<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist ☐

<u>Owner</u>	<u>Description:</u>	<u>U.S. Serial Number:</u>	<u>Filing Date</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
Parent	TXPUSH	86374519	August 22, 2014		
Parent	M	86587107	April 3, 2015	4858458	November 24, 2015
Parent	DOJO FINANCIAL WELLNESS	86788930	October 15, 2015		*
Parent	BUDGET DOJO	86746958	September 3, 2015		*
Parent	MONEY FOR LIFE	78200898	January 7, 2003	2870563	August 3, 2004
Parent	FINICITY AND DESIGN	77302318	October 11, 2007	3752739	*
Parent	FINICITY	77275726	September 10, 2007	3755162	March 2, 2010
Parent	MVELOPES	76103530	August 4, 2000	2779940	November 4, 2003
Aurora	SECURE IDENTITY	85676587	July 13, 2012	4366193	July 9, 2013
Aurora	YES! CARD	85676602	July 13, 2012	4606025	Sept 16, 2014
Aurora	GIV2	86215303	March 7, 2014	4650506	Dec 2, 2014
Aurora	KASHLINK	85674736	July 11, 2012		*

* Indicates dead, abandoned or cancelled trademark

EXHIBIT C

PATENTS

<u>Name of Owner</u>	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issue Date / Publication Date:</u>
Parent	METHOD AND SYSTEM FOR MANAGING SPENDING THROUGH ACCOUNT ALLOCATION	8,260,699		September 4, 2012
Parent	METHODS AND SYSTEMS FOR ELECTRONIC RECEIPT TRANSMISSION AND MANAGEMENT	6487540		Nov 26, 2002
Parent	METHODS AND SYSTEMS FOR JOB-BASED ACCOUNTING	7213064		May 1, 2007
Parent	METHOD AND SYSTEM FOR MANAGING SPENDING THROUGH ACCOUNT ALLOCATION	8260699		Sept 4, 2012
Aurora	SYSTEMS AND METHODS FOR REMOTE ACCOUNT CONTROL	7229006		Dec 1, 2005
Aurora	METHOD AND SYSTEM FOR DESIGNATING AND TRACKING FEATURE SETS FOR INDIVIDUAL ACCOUNTS	7953213		March 29, 2007
Aurora	SYSTEMS AND METHODS FOR USER INTERFACE CONTROL	8543498		May 3, 2007
Aurora	SYSTEMS AND METHODS FOR PROVIDING PREPAID COLLECT TELECOMMUNICATIONS SERVICE	8347364		June 21, 2007
Aurora	SYSTEMS AND METHODS FOR USER INTERFACE CONTROL	7797734		Feb 17, 2011

RELEASE OF CLAIMS

THIS RELEASE OF CLAIMS ("Release") is effective as of the 30th day of March, 2018 by and between Western Alliance Bank, an Arizona banking corporation ("Lender"), on the one hand, and each of Finicity Corporation and Aurora Financial Systems Holdings, Inc. (jointly and severally "Obligors"), on the other hand. Lender and Obligors shall hereinafter sometimes be referred to as a "Party" or the "Parties."

RECITALS

A. Lender has extended credit (the "Loan") to Obligors pursuant to that certain Loan and Security Agreement dated October 28, 2016, as thereafter amended from time to time.

B. Lender has now been approached by Experion Holdings, Inc., a Delaware corporation ("Experion") with an offer to purchase all of Lender's interests in the Loan by Experion or affiliate. For business reasons of their own, Obligors desire that Lender sell all of its remaining right, title and interests in the Loan to Experion or an affiliate of Experion. To complete negotiations for the Sale and to effect the Sale, Lender requires that Obligors provide to it a release as set forth herein and Obligors are willing to provide such release.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment of Recitals. The Parties acknowledge the truth and accuracy of the Recitals to this Release.

2. Release Of Lender. Upon execution of this Release, each of Obligors, on its or his own behalf and on behalf of its or his successors, heirs and assigns, hereby releases and forever discharges Lender, its predecessor and their past and present members, directors, managers, officers, stockholders, partners, agents, principals, employees, attorneys, servants, parent corporations, direct and indirect subsidiaries, affiliates, successors, and assigns and each of them (collectively the "Released Parties"), separately and collectively, from any and all existing indebtedness, claims, liens, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever, known or unknown, that each ever had, now has, or may claim to have had against any the Released Parties that relate to or arise out any of the Loans, the Loan Documents, Lender's administration of the Loan, collateral for the Loan or any guaranties of the Loan and the Parties' past business relationship, whether or not such matters have been alleged in any pleading filed in any court or other tribunal (all of the foregoing hereinafter referred to as the "Released Claims").

3. Acknowledgement. Each of the Obligors acknowledges that the release in section 2 above is intended to be in full and final satisfaction of all and any alleged injuries or damages, known or unknown, arising in connection with the Released Claims. The Obligors each

represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Released Claim. In the event that either of the Obligors shall have assigned or transferred or purported to assign or transfer, any Released Claim, such Party shall indemnify, defend, and hold harmless Lender from and against any loss, cost, claim, action, liability, or expense (including, but not limited to, all costs related to the defense of any action, including reasonable attorneys' fees) based on, arising out of, or occurring as the result of any such claim, assignment or transfer.

4. Known and Unknown Claims. The release in this Release extends to Released Claims that the Obligors do not know or suspect to exist in their favor, which, if known by them, would have materially affected their decision to enter into this Release. The Obligors acknowledge that they are familiar with Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT, WITH THE DEBTOR.

The Obligors expressly waive and relinquish any right or benefit which they have or may have under Section 1542 of the California Civil Code and under any other statute or legal principle with similar effect.

In connection with such waiver and relinquishment, the Obligors acknowledge that they are aware that, after executing this Release, they or their attorneys or agents may discover facts in addition to, or different from, those which they now know or believe to exist with respect to the subject matter of this Release, but that it is intention of The Obligors hereby to fully, finally, and forever settle and release all of the Released Claims, whether known or unknown, suspected or unsuspected, which now exist, may exist, or heretofore may have existed between them. In furtherance of this intention, the releases herein given shall be, and remain in effect as, full and complete releases notwithstanding the discovery or existence of any such additional or different claim or fact.

5. No Admission of Liability. Nothing contained herein shall be taken or construed to be an admission on the part of any Party of any of the potential claims alleged or amounts claimed by the other Party.

6. No Reliance On Representations. Each Party acknowledges and agrees that no consideration, other than as provided for by this Release, has been or will be paid or furnished and that it has freely and voluntarily entered into and executed this Release without reliance on any representation of the other Party except as expressly set forth herein.

7. Binding on Heirs and Successors. This Release shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

8. Entire Agreement, Modification, Waiver. This Release contains the entire agreement of the Parties relating to the subject matter hereof. Any oral representations, supplements or modifications concerning this Release shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

9. Governing Law. This Release will be governed by the laws of the State of California without regards to its conflicts of law provisions. This Release has been executed by the Parties in the State of California. The parties agree that the venue for any lawsuit relating to this Release or the Loan shall be the State or Federal courts situated in the County of Santa Clara, California.

10. Voluntary Execution. Obligors have carefully read this Release, know what is in it, and sign it freely and voluntarily, having had an opportunity to discuss this Release, including this Release, with counsel. Obligors declare that, prior to and in connection with the execution of this Release, experts, legal counsel or other sources of their own selection have provided sufficient data and advice so that they are able to exercise their judgment intelligently in deciding whether to execute this Release. Obligors further represent that their decision to execute this Release is not predicated on or influenced by any declarations or representations of Lender or other persons other than as expressly set forth in this Release. Obligors further expressly state that they have read this Release and understand all of its terms. Obligors execute this Release voluntarily and with full knowledge of its significance.

11. Captions. The captions and section headings used herein are for convenience and for ease of reference only and constitute no part of this Release or understanding between the Parties hereto, and no reference shall be made thereto for the purpose of construing or interpreting any of the provisions hereof.


12. Counterparts. This Release may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies transmitted by facsimile or electronically in pdf format shall have the same force and effect as an original.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Release as set forth below.

LENDER:

**Western Alliance Bank, an Arizona
banking corporation**

By: 
Name: Michael Leberman
Title: SVP

OBLIGORS:

Finicity Corporation

Aurora Financial Systems Holdings, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed this Release as set forth below.

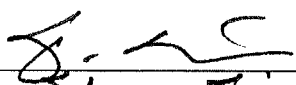
LENDER:

**Western Alliance Bank, an Arizona
banking corporation**


By: _____
Name: _____
Title: _____

OBLIGORS:

Finicity Corporation

By:  _____
Name: Steve Smith
Title: CEO

Aurora Financial Systems Holdings, Inc.

By:  _____
Name: Nicholas Thomas
Title: President