

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603000

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Happy Money, Inc.		10/14/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK, As Agent		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88976793		
<b>Serial Number:</b>	88978456	HAPPY MONEY SCORE	
<b>Serial Number:</b>	88233986	SPENDING DIARIES	
<b>Serial Number:</b>	88978825		
<b>Serial Number:</b>	88437117		
<b>Serial Number:</b>	88977218	FINANCIAL TOOLS AND SERVICES FOR HUMAN H	
<b>Serial Number:</b>	88610347	HAPPY MONEY	
<b>Serial Number:</b>	88610340	HAPPY SAVINGS	
<b>Serial Number:</b>	88606621	HAPPY SAVE	
<b>Serial Number:</b>	88606611	HAPPY CHECKING	
<b>Serial Number:</b>	88606598	HAPPY SAVINGS CARD	
<b>Serial Number:</b>	88574030	HAPPY PAYOFF	
<b>Serial Number:</b>	88554113	FINANCIAL TOOLS AND SERVICES FOR HUMAN H	
<b>Serial Number:</b>	88539556	HAPPY MONEY MOVEMENT	
<b>Serial Number:</b>	88530775	HAPPY MONEY. A HAPPIER FUTURE.	
<b>Serial Number:</b>	88498088	HAPPY SCORE	
<b>Serial Number:</b>	88418708	SAD MONEY	
<b>Serial Number:</b>	88322046	HELPING BORROWERS BECOME SAVERS	
<b>Serial Number:</b>	88270724	HAPPY PAY	

CH \$965.00 88976793

Property Type	Number	Word Mark
Serial Number:	88175153	
Serial Number:	88135073	HAPPY MONEY SCORE
Serial Number:	88977209	HAPPY MONEY MOVEMENT
Serial Number:	88977208	HAPPY MONEY. A HAPPIER FUTURE.
Serial Number:	88977187	HAPPY PAYOFF
Serial Number:	87927026	
Serial Number:	87809259	HAPPY MONEY. HAPPIER LIFE.
Serial Number:	87433686	FIND JOY
Serial Number:	87432435	HAPPY MONEY
Serial Number:	87432251	JOY
Serial Number:	87983041	HAPPY SPEND
Serial Number:	87982807	GOODBYE CREDIT CARD DEBT.
Serial Number:	87926909	GOODBYE CREDIT CARD DEBT.
Serial Number:	87926901	HAPPY MONEY. HAPPIER LIFE.
Serial Number:	87691329	HAPPY SPEND
Serial Number:	87691320	SAD SPEND
Serial Number:	86247282	LIFE IMPROVEMENT FINANCIAL TRANSFORMATIO
Serial Number:	86098447	LOANS DESIGNED WITH YOUR BEST INTEREST I
Serial Number:	77654742	PAYOFF

#### 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:** (619) 699-2708

**Email:** christian.cruz@us.dlapiper.com

**Correspondent Name:** DLA Piper LLP (US)

**Address Line 1:** 401 B Street

**Address Line 2:** Suite 1700

**Address Line 4:** San Diego, CALIFORNIA 92101

<b>NAME OF SUBMITTER:</b>	Matt Schwartz
<b>SIGNATURE:</b>	/s/ Matt Schwartz
<b>DATE SIGNED:</b>	10/14/2020

#### Total Attachments: 9

source=SVB.WRG\_-\_HAPPY\_MONEY,\_INC.\_-\_Intellectual\_Property\_Security\_Agreement\_(10.2020)#page1.tif

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of October 14, 2020 by and between **SILICON VALLEY BANK**, a California corporation in its capacity as administrative agent and collateral agent for Lenders (in such capacity, “Agent”) and **HAPPY MONEY, INC.**, a Delaware corporation (“Grantor”).

### RECITALS

A. SILICON VALLEY BANK and WESTRIVER INNOVATION LENDING FUND VIII, L.P., a Delaware limited partnership (collectively, the “Lenders”) have 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 among the Lenders, Agent, and Grantor dated as of October 14, 2020 (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). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent , for the ratable benefit of the Lenders, 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 Agent.

3. Authorization. Grantor hereby authorizes Agent 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 Agent 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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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.

Address:

Happy Money, Inc.  
Attn: Scott Saunders, CEO  
1700 Flight Way  
Tustin, CA 92782

GRANTOR:

**HAPPY MONEY, INC.**

By:   
8DA7A0AAAFCA90...

Name: R. Scott Saunders III

Title: Chief Executive Officer

Address:

Silicon Valley Bank  
Attn: Max Froseth  
1200 17th Street, 16th Floor  
Denver, CO 80202

AGENT:

**SILICON VALLEY BANK, as Agent**

By:   
62FA7A7AA73745C...

Name: Max Froseth

Title: Vice President

**[Signature Page to Intellectual Property Security Agreement]**

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Interactive virtual assistant system and method	10678570	06/09/20
Using psychometric analysis for determining credit risk	10755348	08/25/20

EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
[Design Only]	88976793	05/20/19
HAPPY MONEY SCORE	88978456	09/27/18
SPENDING DIARIES	88233986	12/18/18
[Design Only]	88978825	05/20/19
[Design Only]	88437117	05/20/19
FINANCIAL TOOLS AND SERVICES FOR HUMAN HAPPINESS	88977218	07/31/19
[Design Only]	88976793	05/20/19
HAPPY MONEY	88610347	09/09/19
HAPPY SAVINGS	88610340	09/09/19
HAPPY SAVE	88606621	09/05/19
HAPPY CHECKING	88606611	09/05/19
HAPPY SAVINGS CARD	88606598	09/05/19
HAPPY PAYOFF	88574030	08/10/19
FINANCIAL TOOLS AND SERVICES FOR HUMAN HAPPINESS	88554113	07/31/19
HAPPY MONEY MOVEMENT	88539556	07/26/19
HAPPY MONEY, A HAPPIER FUTURE	88530775	07/23/19
HAPPY SCORE	88498088	07/02/19
SAD MONEY	88418708	05/07/19
HELPING BORROWERS BECOME SAVERS	88322046	03/01/19
HAPPY PAY	88270724	01/22/19
[Design Only]	88175153	10/30/18
HAPPY MONEY SCORE	88135073	9/27/18
HAPPY MONEY MOVEMENT	88977209	07/26/19
HAPPY MONEY, A HAPPIER FUTURE	88977208	07/23/19
HAPPY PAYOFF	88977187	08/10/19
[Design Only]	87927026	05/18/18

HAPPY MONEY. HAPPIER LIFE	87809259	02/23/18
FIND JOY	87433686	05/02/17
HAPPY MONEY	87432435	05/01/17
JOY	87432251	05/01/17
HAPPY SEND	87983041	11/20/17
GOODBYE CREDIT CARD DEBT	87982807	05/18/18
GOODBYE CREDIT CARD DEBT	87926909	05/18/18
HAPPY MONEY. HAPPIER LIFE	87926901	05/18/18
HAPPY SPEND	87691329	11/20/17
SAD SPEND	87691320	11/20/17
LIFE IMPROVEMENT FINANCIAL TRANSFORMATION (LIFT)	86247282	04/09/14
LOANS DESIGNED WITH YOUR BEST INTEREST IN MIND	86098447	10/22/13
PAYOFF	77654742	09/27/18

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None