

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		12/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LendingClub Corporation		
Street Address:	16712 Sheldon Road		
City:	Los Gatos		
State/Country:	CALIFORNIA		
Postal Code:	95030		
Entity Type:	CORPORATION: DELAWARE		
Name:	LC Advisors LLC		
Street Address:	16712 Sheldon Road		
City:	Los Gatos		
State/Country:	CALIFORNIA		
Postal Code:	95030		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3513349	LENDING CLUB	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	650-988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Fenwick & West LLP		
Address Line 1:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	26335-00009-1094		
NAME OF SUBMITTER:	Connie L. Ellerbach		
SIGNATURE:	/cle1087/		

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DATE SIGNED:	12/18/2014
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Total Attachments: 3

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL**

This Termination and Release of Security Interest in Trademark Collateral, dated as of December 17, 2014 (this "**Release**") is made with regard to that certain Trademark Security Agreement entered into as of April 16, 2014 (the "**Trademark Security Agreement**") by and between Morgan Stanley Senior Funding, Inc., as the Collateral Agent (the "**Lender**") and LendingClub Corporation and LC Advisors LLC, as the Grantors (the "**Companies**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain Pledge and Security Agreement, entered into as of April 16, 2014, by and between Morgan Stanley Senior Funding, Inc., as the Collateral Agent and the Grantors party thereto.

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded on April 16, 2014 at Reel 5261 Frame 0665 in the U.S. Patent and Trademark Office, the Companies granted the Lender a security interest (the "**Security Interest**") in certain Trademark Collateral, including the trademarks listed in Trademark Schedule A hereto (the "**Trademarks**").

WHEREAS, the Companies have been discharged in full all of its obligations (as defined in the Agreement) under the Agreement, and the parties desire to enter into this Release to confirm that the Lender has released its security interests in and to the Trademark Collateral and the parties desire to enter into this Release to confirm this fact and to expunge any recordation of the Security Interest insofar as it pertains to the Trademark Collateral.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby irrevocably releases and discharges the entire Security Interest in and to all of the Trademark Collateral, including the Trademarks, granted to the Lender by the Trademark Security Agreement.

The Lender hereby agrees to execute such instruments, to take such other actions, and to give such further assurances as the Companies reasonably shall request to terminate any security interest in the Trademark Collateral pursuant to the Agreement and otherwise to effectuate the release of all recordations of such Security Interest, all at the sole expense of the Companies.

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

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by a duly authorized officer thereunto on the date first written above.

**LENDER: MORGAN STANLEY SENIOR
FUNDING, INC.**

By: _____

Name: Stephen King

Title: Authorized Signatory

[Trademark Release—LendingClub]

**TRADEMARK
REEL: 005422 FRAME: 0437**

Trademark Schedule A

Mark	Reg. No.	Date
LENDING CLUB	3513349	10/07/2008
LENDING CLUB	9539800	08/04/2008
LENDINGCLUB, INC.	9539900	08/04/2008