

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GreenSky, LLC		02/10/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86795965	GREENSKY	
Serial Number:	86026403	GREENSKY	
Serial Number:	86026445	GREENSKY CREDIT	
Serial Number:	87194972	GS	
Serial Number:	86026516		
Serial Number:	87011357	THE POWER TO CLOSE MORE DEALS	
Serial Number:	87314846	GREENSKY PATIENT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3127069000		
<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:	312-701-8623		
Email:	rassmus@mayerbrown.com, msherlock@mayerbrown.com		
Correspondent Name:	Richard Assmus		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	16529947		
NAME OF SUBMITTER:	Richard M. Assmus		
SIGNATURE:	/RMA/		

CH \$190.00 86795965

DATE SIGNED:	02/13/2017
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Total Attachments: 4

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**SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

February 10, 2017

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GreenSky, LLC, a Georgia limited liability company with principal offices at 5565 Glenridge Connector, Suite 700, Atlanta, GA 30342 (the "Grantor"), hereby grants JPMorgan Chase Bank, N.A., as administrative agent, with principal offices at 10 South Dearborn, Chicago, Illinois 60603 (the "Administrative Agent"), a security interest in all of the Grantor's right, title and interest in and to following, whether now owned or hereafter acquired or existing: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those listed on Schedule A (each of the foregoing, a "Trademark"); (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (f) all rights corresponding to any of the foregoing throughout the world; and (g) all proceeds of the foregoing.

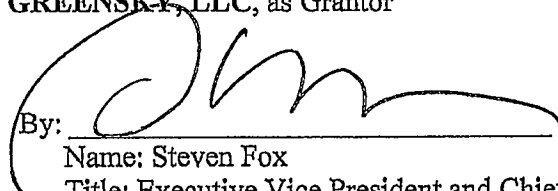
THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all Secured Obligations of the Grantor under the Loan Documents, as such terms are defined in, or by reference in, the Pledge and Security Agreement among the Grantor, certain other parties party thereto from time to time and the Administrative Agent, dated as of February 10, 2017 (the "Security Agreement"). Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Security Agreement, including by reference to other documents. Upon request of the Grantor when all Secured Obligations have been paid in full and all Commitments have been terminated, the Administrative Agent shall execute, acknowledge and deliver to such Grantor an instrument in writing releasing the security interest in the corresponding Trademarks acquired under this Agreement.

This security interest has been made in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

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

GREENSKY, LLC, as Grantor

By: 

Name: Steven Fox

Title: Executive Vice President and Chief Legal Officer

Security Interest in United States Trademarks

TRADEMARK
REEL: 005987 FRAME: 0401

**JPMORGAN CHASE BANK, N.A., as
Administrative Agent**

By: 
Name: William R. Doolittle
Title: Executive Director

SCHEDULE A

Serial No.	Registration/ Application No.	Mark
86795965	5024146	Service mark
86026403	4494821	Service mark
86026445	4510051	Service mark
	Application No. 87194972	Service mark
86026516	4494831	Service mark
	Application No. 87011357	Service mark
	Application No. 87314846	Service mark