

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM642638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunlight Financial LLC		04/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6041494	SUNLIGHT QUICKSTART	
Registration Number:	5959986	SUNADVANCE	
Registration Number:	5955300	SUNLIGHT SILVER	
Registration Number:	5866348	SUNLIGHT FINANCIAL	
Registration Number:	5866347	SUNLIGHT FINANCIAL	
Registration Number:	5849501		
Registration Number:	5869006	ORANGE	
Registration Number:	5700562		
Registration Number:	5700561	SUNLIGHT FINANCIAL	
Registration Number:	5700560	SUNLIGHT FINANCIAL	
Serial Number:	90556043	SUNLIGHT REWARDS	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415-268-7810		
Email:	sguerra@mofo.com		
Correspondent Name:	Muzamil Huq		
Address Line 1:	425 Market Street		

CH \$290.00 6041494

Address Line 4: San Francisco, CALIFORNIA 94105	
ATTORNEY DOCKET NUMBER:	27292-0002499
NAME OF SUBMITTER:	Muzamil Huq
SIGNATURE:	/MHuq/
DATE SIGNED:	04/27/2021
Total Attachments: 5 source=27292-2499 Trademark Security Agreement Sunlight Financial LLC#page1.tif source=27292-2499 Trademark Security Agreement Sunlight Financial LLC#page2.tif source=27292-2499 Trademark Security Agreement Sunlight Financial LLC#page3.tif source=27292-2499 Trademark Security Agreement Sunlight Financial LLC#page4.tif source=27292-2499 Trademark Security Agreement Sunlight Financial LLC#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 26, 2021, is made by SUNLIGHT FINANCIAL LLC, a Delaware limited liability company (the "Borrower"), in favor of SILICON VALLEY BANK, a California corporation (the "Bank").

WHEREAS, the Borrower and the Bank are parties to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, under the terms of the Loan Agreement, the Borrower has granted to the Bank a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office (the "USPTO").

Accordingly, the parties hereto hereby agree as follows:

SECTION 1 Definitions: Interpretation.

(a) Terms Defined in the Loan Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the respective meanings assigned to such terms in the Loan Agreement.

(b) Interpretation. The rules of interpretation set forth in the Loan Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Grant of Security Interest. As security for the complete payment and performance of the Obligations (whether at stated maturity, by acceleration or otherwise), the Borrower hereby grants to the Bank, a continuing security interest in all of the Borrower's right, title and interest in, to and under the following property, in each case, whether now or hereafter existing or arising or in which the Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Trademark Collateral"):

(a) all registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers (including such federal United States registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers) in each case that are set forth in Schedule A hereto;

(b) all renewals and extensions thereof; and

(c) the goodwill of the Borrower's business symbolized by the foregoing or connected therewith;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (c), the security interest created hereby shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark applications filed in the USPTO, 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 Supplement to Loan Documents. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Documents and in the event of any inconsistency between the terms and provisions of this Agreement and the Loan Documents, the terms and provisions of the Loan Documents shall control. The Borrower hereby acknowledges that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Documents (other than this Agreement) and all such rights and remedies are cumulative.

SECTION 4 Further Assurances. Upon the request of the Bank, the Borrower shall promptly take such further action (other than making filings with the USPTO, which are addressed in the second sentence of this Section 4) and execute all such additional documents and instruments in connection with this Agreement as the Bank in its discretion may deem necessary, advisable or desirable hereunder, and under the other Loan Documents, to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the USPTO. Borrower shall, at its own cost and expense, file and record in the proper filing and recording places this Agreement with the USPTO.

SECTION 5 Bank’s Duties. Notwithstanding any provision contained in this Agreement, the Bank shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Borrower or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Bank hereunder, the Bank shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

SECTION 6 Termination. This Agreement and the security interest granted herein shall terminate in accordance with the terms of the Loan Agreement, as applicable.

SECTION 7 No Waiver. Any forbearance or failure or delay by the Bank in exercising any right, power or remedy hereunder, or under the other Loan Documents, shall not be deemed a waiver thereof and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. No waiver shall be effective unless it is in writing and signed by the Bank.

SECTION 8 Recordation. The Borrower hereby authorizes and requests that the Commissioner for Trademarks record this Agreement with the USPTO.

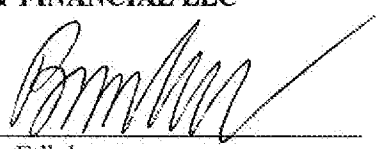
SECTION 9 Miscellaneous. The parties hereto hereby agree that the provisions of Section 9 (“Notices”), Section 10 (“Choice of Law, Venue and Jury Trial Waiver; Judicial Reference”), Section 11.2 (“Successors and Assigns”), Section 11.5 (“Severability of Provisions”), Section 11.6 (“Amendments in Writing; Waiver; Integration”) and Section 11.7 (“Counterparts”) of the Loan Agreement shall be incorporated herein, *mutatis mutandis*, as if set forth herein in full.

[Remainder of page intentionally left blank]

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

BORROWER:

SUNLIGHT FINANCIAL LLC

By: 
Name: Barry Edinburg
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

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

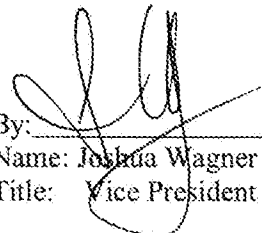
BORROWER:

SUNLIGHT FINANCIAL LLC

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

By:  _____
Name: Joshua Wagner
Title: Vice President

SCHEDULE ARegistered U.S. Trademarks

Jurisdiction	Registration No.	Registration Date	Mark
United States	6041494	4/28/2020	SUNLIGHT QUICKSTART
United States	5959986	1/14/2020	SUNADVANCE
United States	5955300	1/7/2020	SUNLIGHT SILVER
United States	5866348	9/24/2019	SUNLIGHT FINANCIAL
United States	5866347	9/24/2019	SUNLIGHT FINANCIAL (w/ Logo)
United States	5849501	9/3/2019	Logo (image of sun in form of an incomplete circle)
United States	5869006	9/24/2019	ORANGE
United States	5700562	3/19/2019	Logo (image of sun in form of an incomplete circle)(In Use Filing)
United States	5700561	3/19/2019	SUNLIGHT FINANCIAL (w/ logo)
United States	5700560	3/19/2019	SUNLIGHT FINANCIAL

Pending U.S. Trademark Applications

Jurisdiction	Serial or Application No.	Filing Date	Mark
United States	90129816	8/21/2020	PROJECTSCOUT
United States	90556043	3/2/2021	Sunlight Rewards
United States	90569877	3/10/2021	OrangeLeads