

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429091

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BILLFLOAT, INC.		05/26/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>Internal Address:</b>	HF 150		
<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: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4240752	BILLFLOAT	
<b>Registration Number:</b>	4183085	BILLFLOAT	
<b>Registration Number:</b>	4475356	SMARTBIZ	
<b>Registration Number:</b>	4475127	MORETIME2PAY	
<b>Registration Number:</b>	4434862	SMART PAY POWERED BY BILLFLOAT	
<b>Registration Number:</b>	4406791	SMART LINE POWERED BY BILLFLOAT	
<b>Registration Number:</b>	4406671	SMARTLINE POWERED BY BILLFLOAT	
<b>Serial Number:</b>	87358308	SBA LOANS MADE EASY	
<b>Serial Number:</b>	87358292	SMARTBIZ LOANS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		

OP \$240.00 4240752

<b>NAME OF SUBMITTER:</b>	Andrew Nash
<b>SIGNATURE:</b>	/Andrew Nash/
<b>DATE SIGNED:</b>	05/26/2017
<b>Total Attachments: 4</b> source=BillFloat - 1st Amendment to IPSA#page1.tif source=BillFloat - 1st Amendment to IPSA#page2.tif source=BillFloat - 1st Amendment to IPSA#page3.tif source=correct schedule#page1.tif	

**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of May 26, 2017, by and between **BILLFLOAT, INC.**, a Delaware corporation, with its principal place of business located at 417 Montgomery St., Suite 600, San Francisco, California 94104 ("Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 ("Bank"), in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**W I T N E S S E T H:**

WHEREAS, Grantor executed and delivered an Intellectual Property Security Agreement dated as of September 23, 2016 (as amended, the "IP Agreement") in favor of Bank, pursuant to which Grantor pledged, granted and assigned a security interest in favor of Bank in the Intellectual Property Collateral; and

WHEREAS, Grantor and Bank wish to amend the provisions of the IP Agreement as set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined herein shall have the same meaning as in the IP Agreement.
2. Amendment to Exhibit A. Exhibit A to the IP Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto as Schedule 1.
3. Amendment to Exhibit C. Exhibit C to the IP Agreement is hereby deleted in its entirety and replaced with Exhibit C attached hereto as Schedule 1.
4. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect, and Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
  - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
  - c. Grantor shall reimburse Bank for the legal fees and expenses incurred in connection with the preparation of this Amendment.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

"Grantor"

BILLFLOAT, INC

By: 

Name: Alan Crystal

Title: V.P. Finance

"Bank"

SILICON VALLEY BANK

By: 

Name: JOSEPH SMART

Title: V.P.

**Schedule 1**

**EXHIBIT A**

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Smartbizloans.com	1-4667539601	March 20, 2017

**Schedule 2**

**EXHIBIT C**

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BILLFLOAT (with butterfly)	4240752	11/13/2012
BILLFLOAT	4183085	7/31/2012
SMARTBIZ	4475356	1/28/2014
MORETIME2PAY	4475127	1/28/2014
SMART PAY POWERED BY BILLFLOAT	4434862	11/19/2013
SMART LINE POWERED BY BILLFLOAT	4406791	9/24/2013
SMARTLINE POWERED BY BILLFLOAT	4406671	9/24/2013
SMARTBIZ LOANS	87358292	3/3/2017
SBA LOANS MADE EASY	87358308	3/3/2017