

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLEXIBLE FUNDING LTD. LIABILITY CO.		12/19/2019	Limited Liability Company: UNITED STATES
INSTAPAY FLEXIBLE, LLC		12/19/2019	Limited Liability Company: UNITED STATES
RECEIVING PARTY DATA			
Name:	UMPQUA BANK		
Street Address:	2801 N. Ventura Boulevard		
City:	Oxnard		
State/Country:	CALIFORNIA		
Postal Code:	93036		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3264319	FLEXIBLE FUNDING	
Registration Number:	4751056	VENDOR INSTA PAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4158441941		
Email:	ple@mcguirewoods.com		
Correspondent Name:	Pauline Le		
Address Line 1:	Two Embarcadero Center		
Address Line 2:	Suite 1300		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	12/19/2019		
SIGNATURE:	/Pauline Le/		
DATE SIGNED:	12/19/2019		
Total Attachments: 8			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SEE SCHEDULE A ATTACHED HERETO.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) DECEMBER 19, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: UMPQUA BANK

Street Address: 2801 N. VENTURA BOULEVARD

City: OXNARD

State: CALIFORNIA

Country: USA Zip: 93036

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship DELAWARE
- Corporation Citizenship _____
- Other Chartered Bank Citizenship OREGON

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

SEE SCHEDULE B ATTACHED HERETO.

B. Trademark Registration No.(s)

SEE SCHEDULE B ATTACHED HERETO.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE SCHEDULE B ATTACHED HERETO.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Pauline Le

Internal Address: McGuireWoods LLP

Street Address: Two Embarcadero Center, Suite 1300

City: San Francisco

State: California Zip: 94111

Phone Number: (415) 844-1941

Docket Number: _____

Email Address: ple@mcguirewoods.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

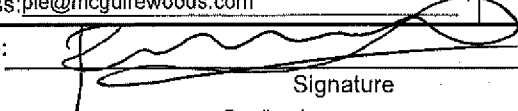
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Pauline Le

Name of Person Signing

12/19/2019

Date

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

<u>CONVEYING PARTIES</u>	<u>CITIZENSHIP</u>	<u>TYPE OF ENTITY</u>
FLEXIBLE FUNDING LTD. LIABILITY CO.	CALIFORNIA	LIMITED LIABILITY COMPANY
INSTAPAY FLEXIBLE, LLC	TEXAS	LIMITED LIABILITY COMPANY

SCHEDULE B

OWNER	TRADEMARK	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
FLEXIBLE FUNDING LTD. LIABILITY CO.	FLEXIBLE FUNDING	USA	3264319	JULY 17, 2007
INSTAPAY FLEXIBLE, LLC	VENDOR INSTA PAY	USA	4751056	JUNE 9, 2015

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2019, is made by FLEXIBLE FUNDING LTD. LIABILITY CO., a California limited liability company ("Flexible"), INSTAPAY FLEXIBLE, LLC, a Texas limited liability company ("Instapay" and together with Flexible, the "Grantors"), in favor of Umpqua Bank, as administrative agent (in such capacity, together with its successor and permitted assigns, the "Administrative Agent") for the Lenders and Swing Line Lender (each as defined in the Credit Agreement referred to below) (collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 19, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors as the Borrowers, the other Credit Parties, the Lenders from time to time party thereto and Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Lenders and the Swing Line Lender to enter into the Credit Agreement and to induce the Lenders and the Swing Line Lender to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in such Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

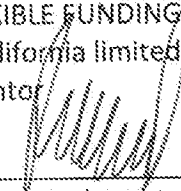
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF CALIFORNIA.

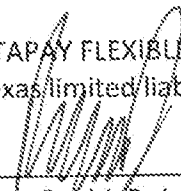
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLEXIBLE FUNDING LTD. LIABILITY CO.,
a California limited liability company, as
Grantor

By: 
Name: Paul J. DeLuca, Jr.
Title: Manager

INSTAPAY FLEXIBLE, LLC,
a Texas limited liability company, as Grantor

By: 
Name: Paul J. DeLuca, Jr.
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

Umpqua Bank,
as Administrative Agent

By: _____
Name:
Its:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLEXIBLE FUNDING LTD. LIABILITY CO.,
a California limited liability company, as Grantor

By: _____

Name: Paul J. DeLuca, Jr.

Title: Manager

INSTAPAY FLEXIBLE, LLC,
a Texas limited liability company, as Grantor

By: _____

Name: Paul J. DeLuca, Jr.

Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

Umpqua Bank,
as Administrative Agent

By:  _____

Name: Kevin Foley

Its: SVP

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006822 FRAME: 0257

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner:	Flexible Funding Ltd. Liability Co.
Mark:	"Flexible Funding"
Regis. No.:	3264319 (USPTO)
Regis. Date:	July 17, 2007

Owner:	Instapay Flexible, LLC
Mark:	"Vendor Insta Pay"
Regis. No.:	4751056 (USPTO)
Regis. Date:	June 9, 2015

2. TRADEMARK APPLICATIONS

None.