

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606418

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POLLEN, INC.		10/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., AS AGENT		
Street Address:	400 HAMILTON AVENUE, SUITE 310		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90230199	DYNAMIC SUPPLIER FINANCE	
Serial Number:	90229519	DYNAMIC CUSTOMER FINANCE	
Serial Number:	87757066	TAKE CONTROL WITH C2FO	
Serial Number:	87757070	TAKE CONTROL OF YOUR CASHFLOW WITH C2FO	
CORRESPONDENCE DATA			
Fax Number:	6508497400		
<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:	6508435780		
Email:	kceron@cooley.com		
Correspondent Name:	Karla Ceron		
Address Line 1:	3175 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	305866.1028		
NAME OF SUBMITTER:	Karla Ceron		
SIGNATURE:	/KC/		
DATE SIGNED:	11/02/2020		
Total Attachments: 10			
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**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement is entered into as of October 30, 2020, by and among HERCULES CAPITAL, INC., a Maryland corporation (“Agent”) and POLLEN, INC., a Delaware corporation (“Grantor”).

RECITALS

Grantor and Agent are parties to that certain Intellectual Property Security Agreement dated as of September 29, 2017, as amended from time to time (the “IPSA”). Grantor, Agent, the Lenders (as defined in the First Amendment) and WATER FOR COMMERCE FUND MANAGEMENT, LLC have entered into a First Amendment to Loan and Security Agreement dated as of even date hereof (the “First Amendment”). In connection with the First Amendment, the parties desire to amend the IPSA in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit C (Trademarks) to the IPSA is hereby amended and restated in its entirety with Exhibit C attached hereto.

2. Grantor hereby authorizes Agent to (a) modify the IPSA unilaterally by amending the exhibits to the IPSA to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of the IPSA containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, **any right, power, or remedy of Agent’s under the IPSA**, as in effect prior to the date hereof. Grantor ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the IPSA.

4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantor:

2020 W. 89th St, Suite 200
Leawood, KS 66206
Attn: Chief Financial Officer

GRANTOR:

POLLEN, INC.

By: *Kerri Thurston*

Title: Chief Financial Officer

Name: Kerri Thurston

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: *Zhuo Huang*

Title: Associate General Counsel

Name: Zhuo Huang

**EXHIBIT C
TRADEMARKS**

Owner	Description	Registration/ Serial Number	Registration/ Application Date
Pollen	NAME YOUR RATE	87/168,287	09/12/16
Pollen	C	5,004,010	07/19/16
Pollen	C2FO	4,893,150	01/26/16
Pollen	C2FO	4,877,763	12/29/15
Pollen	THE WORLD'S MARKET FOR WORKING CAPITAL	4,579,811	08/05/14
Pollen	DAYS PAID EARLY (D.P.E.)	4,536,548	05/27/14
Pollen	C2FO WORKING CAPITAL PRICE INDEX	4,524,897	05/06/14
Pollen	WORKING CAPITAL MADE EASY	4,440,007	11/26/13
Pollen	(C2FO)	4,209,039	09/18/12
Pollen	DYNAMIC SUPPLIER FINANCE	90/230,199	10/01/20
Pollen	DYNAMIC CUSTOMER FINANCE	90/229,519	10/01/20
Pollen	TAKE CONTROL WITH C2FO	87/757,066	01/16/18
Pollen	TAKE CONTROL OF YOUR CASHFLOW WITH C2FO	87/757,070	01/16/18

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 29, 2017 by and among HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), and POLLEN, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (collectively, referred to as "Lender"), Agent and Grantor, dated as of even date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising among Lender, Agent and Grantor, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Intellectual Property Collateral"). Notwithstanding the foregoing, the "Intellectual Property Collateral" shall not include (a) any "intent to use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, and (b) nonassignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406, 9407 and 9408 of the UCC).

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

4210 Shawnee Mission Parkway, Suite 400A
Fairway, KS 66205
Attn: Chief Financial Officer

GRANTOR:

POLLEN, INC.

By: 
Name: Alexander Kemper
Title: CEO

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

4210 Shawnee Mission Parkway, Suite 400A
Fairway, KS 66205
Attn: Chief Financial Officer

GRANTOR:

POLLEN, INC.

By: _____

Name: _____

Title: _____

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: Zhuo Huang

Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A

COPYRIGHTS

None.

EXHIBIT B

PATENTS

<u>Owner</u>	<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
Pollen	Dynamic Discounting System and Method	12/262,477	10/31/08
Pollen	Dynamic Discounting System and Method	13/175,287	07/01/11
Pollen	Method for Determining Creditworthiness for Exchange of a Projected, Future Asset	14/035,442	09/24/13
Pollen	Electronic Capital Marketplace Systems and Methods	15/002,043	01/20/16

EXHIBIT C
TRADEMARKS

Owner	Description	Registration/ Serial Number	Registration/ Application Date
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Pollen	C	5,004,010	07/19/16
Pollen	C2FO	4,893,150	01/26/16
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Pollen	WORKING CAPITAL MADE EASY	4,440,007	11/26/13
Pollen	(C2FO)	4,209,039	09/18/12