

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POLLEN, INC.		10/27/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VCP CAPITAL MARKETS, LLC		
Street Address:	Four Embarcadero Center, 20th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5338090	NAME YOUR RATE	
Registration Number:	5004010	C	
Registration Number:	4893150	C2FO	
Registration Number:	4877763	C2FO	
Registration Number:	4579811	THE WORLD'S MARKET FOR WORKING CAPITAL	
Registration Number:	4536548	DAYS PAID EARLY (DPE)	
Registration Number:	4440007	WORKING CAPITAL MADE EASY	
Registration Number:	6680522	DYNAMIC SUPPLIER FINANCE	
Registration Number:	6673346	DYNAMIC CUSTOMER FINANCE	
Registration Number:	6643029	WORKING CAPITAL. WORKING FOR EVERYONE.	
Registration Number:	6574393	C2FO	
Registration Number:	6574392		
Registration Number:	6245828	TAKE CONTROL OF YOUR CASH FLOW WITH C2FO	
Registration Number:	6245827	TAKE CONTROL WITH C2FO	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		

CH \$365.00 5338090

Email: mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com
Correspondent Name: Mussie B Beyene
Address Line 1: 2001 K Street N.W.
Address Line 4: Washington DC, D.C. 20006

ATTORNEY DOCKET NUMBER: 700858.0045

NAME OF SUBMITTER: Mussie B Beyene

SIGNATURE: /Mussie B Beyene/

DATE SIGNED: 10/27/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of October 27, 2022, is entered into by the entities listed on the signature page hereto (individually and collectively, the “*Grantor*”) and **VCP CAPITAL MARKETS, LLC**, as Administrative Agent (in such capacity, the “*Assignee*”) pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, certain of the Grantors and the other parties thereto, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”), by and among **POLLEN, INC.**, a Delaware corporation (the “*Borrower*”), the Lenders from time to time party thereto and the Assignee.

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted to the Assignee for the ratable benefit of the Secured Parties a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee for the ratable benefit of the Secured Parties a security interest in all of Grantor’s rights, titles and interests in, to and under the Trademarks and all Proceeds of such Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations provided that this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application or any registration issuing therefrom under Federal law, including the period prior to the filing of an acceptable amendment to allege use or statement of use. For the purposes of this Agreement, “*Trademarks*” means all of the following included in the Collateral: (i) all 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, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or

otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration of the Trademarks included in the Collateral and existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee for the ratable benefit of the Secured Parties under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time pursuant and subject to the Guarantee and Collateral Agreement, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and, with respect to U.S. Trademarks, perfection created or contemplated by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

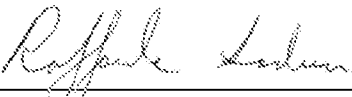
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

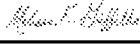
GRANTOR:

POLLEN, INC.

By: 
Name: Raffaele Sadun
Title: Chief Financial Officer

ASSIGNEE:

VCP CAPITAL MARKETS, LLC

By: 



Name: Melissa Griffiths

Title: Authorized Signatory

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Owner	Description	Registration Number	Serial Number	Registration Date
Pollen, Inc.	NAME YOUR RATE	5338090	87168287	11/21/2017
Pollen, Inc.	C	5004010	86410592	07/19/2016
Pollen, Inc.	C2FO	4893150	86710086	01/26/2016
Pollen, Inc.	C2FO	4877763	86708529	12/29/2015
Pollen, Inc.	THE WORLD'S MARKET FOR WORKING CAPITAL	4579811	86159980	08/05/2014
Pollen, Inc.	DAYS PAID EARLY (D.P.E.)	4536548	86045316	05/27/2014
Pollen, Inc.	WORKING CAPITAL MADE EASY	4440007	85905639	11/26/2013
Pollen, Inc.	DYNAMIC SUPPLIER FINANCE	6680522	90230199	03/22/2022
Pollen, Inc.	DYNAMIC CUSTOMER FINANCE	6673346	90229519	03/15/2022

Pollen, Inc.	WORKING CAPITAL, WORKING FOR EVERYONE	6643029	90477774	02/15/2022
Pollen, Inc.	 C2FO	6574393	90477791	11/30/2021
Pollen, Inc.	 [Logo]	6574392	90477781	11/30/2021
Pollen, Inc.	TAKE CONTROL OF YOUR CASH FLOW WITH C2FO	6245828	87757070	01/12/2021
Pollen, Inc.	TAKE CONTROL WITH C2FO	6245827	87757066	01/12/2021

Schedule A