

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7614187

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
POLLEN, INC.	10/27/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VCP CAPITAL MARKETS, LLC
<b>Street Address:</b>	FOUR EMBARCADERO CENTER, 20TH FLOOR
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12262477
Application Number:	13175287
Application Number:	15002043
Application Number:	17334124
Application Number:	17408796
Application Number:	17080026
Application Number:	17334102
Application Number:	17587895
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)887-4288
<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>	2028874000
<b>Email:</b>	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com
<b>Correspondent Name:</b>	MUSSIE B BEYENE
<b>Address Line 1:</b>	2001 K STREET N.W.
<b>Address Line 4:</b>	WASHINGTON DC, D.C. 20006
<b>ATTORNEY DOCKET NUMBER:</b>	700858.0045
<b>NAME OF SUBMITTER:</b>	MUSSIE B BEYENE
<b>SIGNATURE:</b>	/Mussie B Beyene/

<b>DATE SIGNED:</b>	10/27/2022
---------------------	------------

**Total Attachments: 5**

source=C2FO - Patent Security Agreement (Execution Version)#page1.tif

source=C2FO - Patent Security Agreement (Execution Version)#page2.tif

source=C2FO - Patent Security Agreement (Execution Version)#page3.tif

source=C2FO - Patent Security Agreement (Execution Version)#page4.tif

source=C2FO - Patent Security Agreement (Execution Version)#page5.tif

**PATENT SECURITY AGREEMENT**

This **PATENT 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 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 Patents 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 Patents and all Proceeds of such Patents, 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. For the purposes of this Agreement, “*Patents*” means all of the following included in the Collateral: (i) all letters patent of the United States and all reissues and extensions thereof, including, without limitation, any of the foregoing referred to on Schedule A, (ii) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b) Schedule A hereto contains a true and accurate list of all of Grantor’s United States registrations and applications for registration of the Patents included in the Collateral 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 Patent to the security interests and, with respect to U.S. Patents, 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

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 061789 FRAME: 0456**

Schedule A to PATENT SECURITY AGREEMENT

Patents

<b>Owner</b>	<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
Pollen, Inc.	Dynamic Discounting System and Method	12/262,477	10/31/2008
Pollen, Inc.	Dynamic Discounting System and Method	13/175,287	07/01/2011
Pollen, Inc.	Electronic Capital Marketplace Systems and Methods	15/002,043	01/20/2016
Pollen, Inc.	Reconciling Resource Management Platforms	17/334,124	05/28/2021
Pollen, Inc.	Electronic Capital Marketplace Systems and Methods	17/408,796	08/23/2021
Pollen, Inc.	Dynamic Discounting System and Method	17/080,026	10/26/2020
Pollen, Inc.	Rerouting Resources for Management Platforms	17/334,102	05/28/2021
Pollen, Inc.	Facilitating Dynamic Resource Management and Reconciliation	17/587,895	01/28/2022