

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONFORCE, INC.		07/11/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2963620	COMPUTER REPAIR.COM
Registration Number:	2916785	ON-LINE OFFICE CENTER
Registration Number:	3462231	ON
Registration Number:	3360597	ONFORCE
Registration Number:	3360596	ONFORCE
Registration Number:	3407882	ONFORCE
Serial Number:	77048972	ON
Registration Number:	3407883	THE POWER OF ON

CORRESPONDENCE DATA	
Fax Number:	(415)591-1400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(415) 591-1000
Email:	tsien@winston.com
Correspondent Name:	Ted Sien
Address Line 1:	101 California Street, Suite 3900

CH \$215.00 2963620

Address Line 2: Winston & Strawn LLP
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1
NAME OF SUBMITTER:	John D. Fredericks, Esq.
Signature:	/s/ John D. Fredericks, Esq.
Date:	09/24/2008

Total Attachments: 13

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated July 11, 2008 by and between TriplePoint Capital LLC, a Delaware company and ONFORCE, INC. a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is ONFORCE, INC. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and ONFORCE, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated July 11, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to amend Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid (other than contingent obligations for which no claim has been made) and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

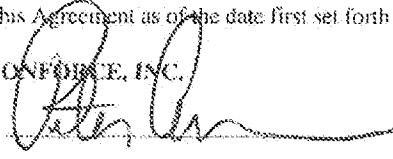
(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

Your:

ONFORCE, INC.

Signature:



Print Name:

Peter Cannone

Title:

President and Chief Executive Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between OnForce, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
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PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
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Client-Matter	Country	Status	Title	Application Number/Date	Patent Number/Date
123579.0102	USA	Filed	SYSTEM AND METHOD FOR MANAGING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE	10/755727 1/12/2004	
123579.0103	Canada	Filed	SYSTEM AND METHOD FOR MANAGING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE	2528181 4/27/2004	
123579.0104	EPC	Filed	SYSTEM AND METHOD FOR MANAGING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE	04760420.2 4/27/2004	
123579.0105	USA	Filed	SYSTEM AND METHOD FOR MANAGING REQUEST FOR SERVICES	10/755568 1/12/2004	
123579.0106	Australia	Filed	SYSTEM AND METHOD FOR MANAGING REQUESTS FOR SERVICES	2004235031 4/27/2004	
123579.0107	Canada	Filed	SYSTEM AND METHOD FOR MANAGING REQUEST FOR SERVICES	2535399 4/27/2004	
123579.0108	EPC	Filed	SYSTEM AND METHOD FOR MANAGING REQUEST FOR SERVICES	04750707.4 4/27/2004	
123579.0114	Australia	Filed	SYSTEM AND METHOD FOR MANAGING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE	2004235043 4/27/2004	
123579.0115	PCT	Inactive	SYSTEM AND METHOD FOR MANAGING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE	PCT/US04/013033 4/27/2004	
123579.0116	PCT	Inactive	SYSTEM AND METHOD FOR MANAGING REQUEST FOR SERVICES	PCT/US04/012909 4/27/2004	
123579.0117	USA	Inactive	SYSTEM AND METHOD FOR MANAGING REQUEST FOR SERVICES	60/465977 4/28/2003	
123579.0118	USA	Inactive	SYSTEM AND METHOD FOR MANAGING SERVICE REQUESTS, INCLUDING COMPUTER-RELATED SERVICE		
123579.0119	USA	Inactive	SYSTEM AND METHOD FOR MANAGING SERVICE REQUESTS, INCLUDING COMPUTER-RELATED SERVICE	10/692194 10/23/2003	
123579.0121	USA	Inactive	COMPUTER REPAIR SYSTEMS, LLC. v GURUS2GO.COM AND JOHN D. BRYANT		
123579.0122	Hong Kong	Filed	SYSTEM AND METHOD FOR MANAGING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE	06109267.1 8/22/2008	
123579.0123	Hong Kong	Filed	SYSTEM AND METHOD FOR MANAGING REQUEST FOR SERVICES	06109268.0 4/27/2004	
123579.0124	USA	Filed	SYSTEM FOR WORK ORDER REFINEMENT PRIOR TO ACCEPTANCE AND METHODS THEREOF	12/078656 4/2/2008	
123579.0125	USA	Filed	SERVICE REQUEST SYSTEM WITH NATURAL SERVICE PROVIDER PROFILING AND METHODS THEREOF	11/988302 1/2/2008	
123579.0126	USA	Inactive	USER BLOCKING IN A SERVICE REQUEST SYSTEM AND METHODS THEREOF		
123579.0127	USA	Inactive	RECOGNITION LEVELS FOR SERVICE PROVIDERS IN A SERVICE REQUEST SYSTEM AND METHODS THEREOF	61/040505 3/28/2008	

Client-Matter	Country	Status	Title	Application Number/Date	Patent Number/Date
123578.0129	USA	Filed	SYSTEM AND METHOD FOR MANAGING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE	11/979244 10/31/2007	
123578.0129	USA	Filed	SYSTEM AND METHOD FOR MANAGING REQUEST FOR SERVICES	11/979243 10/31/2007	
123578.0131	USA	Inactive	RECOGNITION LEVELS FOR SERVICE PROVIDERS IN A SERVICE REQUEST SYSTEM AND METHODS THEREOF		

23 case(s)

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between OnForce, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
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TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
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On Force, Inc. Trademark Applications Report
7/8/2008

Docket Number: 123579.0109
Owner: OnForce, Inc.
Appln. Number: 76/521785
Filing Date: 10-Jun-2003
Next Action Due: 6/28/2010 8&15 Reminder

Country: USA
Current Status: REGISTERED
Reg. Number: 2963620
Reg. Date: 28-Jun-2005
Next Renewal: 28-Jun-2015

Mark: **COMPUTER REPAIR.COM**

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	6/28/2010		6/28/2011
Sec. 8&15 Aff. Due	6/28/2011		
Section 8&15 Affidavit - Final Deadl	12/28/2011		
Sect. 8 & 9 affidavit/renewal remin	6/28/2014		6/28/2015
Sect. 8&9 affidavit/renewal	6/28/2015		
Trademark Renewal	6/28/2015		12/28/2015
Trademark Renewal Deadline	12/28/2015		12/28/2015

Docket Number: 123579.0111
Owner: OnForce, Inc.
Appln. Number: 76/521786
Filing Date: 10-Jun-2003
Next Action Due: 1/4/2010 8&15 Reminder

Country: USA
Current Status: REGISTERED
Reg. Number: 2916785
Reg. Date: 04-Jan-2005
Next Renewal: 04-Jan-2015

Mark: **ON-LINE OFFICE CENTER**

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	1/4/2010		1/4/2011
Sec. 8&15 Aff. Due	1/4/2011		
Section 8&15 Affidavit - Final Deadl	7/4/2011		
Sect. 8 & 9 affidavit/renewal remin	1/4/2014		1/4/2015
Sect. 8&9 affidavit/renewal	1/4/2015		
Trademark Renewal	1/4/2015		7/4/2015
Trademark Renewal Deadline	7/4/2015		7/4/2015

On Force, Inc. Trademark Applications Report
7/8/2008

Docket Number: 123579.101.1 Country: USA
Owner: OnForce, Inc. Current Status: REGISTERED
Appln. Number: 76/521785 Reg. Number: 2,963,620
Filing Date: 10-Jun-2003 Reg. Date: 28-Jun-2005
Next Action Due: 6/28/2010 8&15 Reminder Next Renewal: 28-Jun-2015
Mark: **COMPUTER REPAIR.COM & DESIGN**

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	6/28/2010		
Sec. 8&15 Aff. Due	6/28/2011		
Section 8&15 Affidavit - Final Deadl	12/28/2011		
Sect. 8 & 9 affidavit/renewal remin	6/28/2014		
Sect. 8&9 affidavit/renewal	6/28/2015		
Trademark Renewal	6/28/2015		12/28/2015
Trademark Renewal Deadline	12/28/2015		12/28/2015

Docket Number: 123579.101.10 Country: USA
Owner: OnForce, Inc. Current Status: REGISTERED
Appln. Number: 77/975111 Reg. Number: 3,462,231
Filing Date: 21-Nov-2006 Reg. Date: 08-Jul-2008
Next Action Due: 7/8/2013 8&15 Reminder Next Renewal: 08-Jul-2018
Mark: **ON & DESIGN**

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	7/8/2013		
Sec. 8&15 Aff. Due	7/8/2014		
Section 8&15 Affidavit - Final Deadl	1/8/2015		
Sect. 8 & 9 affidavit/renewal remin	7/8/2017		
Sect. 8&9 affidavit/renewal	7/8/2018		
Trademark Renewal	7/8/2018		1/8/2018
Trademark Renewal Deadline	1/8/2019		1/8/2019

On Force, Inc. Trademark Applications Report
7/8/2008

Docket Number: 123579.101.11	Country: International
Owner: OnForce, Inc.	Current Status: REGISTERED
Appln. Number: A0011846	Reg. Number: 962,781
Filing Date: 26-Mar-2008	Reg. Date: 26-Mar-2008
Next Action Due:	Next Renewal: 26-Mar-2018

Mark: ONFORCE & DESIGN (CTM)

Action Description	Due Date	Completed Date	Deadline
Trademark Renewal	3/26/2018		9/26/2018
Trademark Renewal Deadline	9/26/2018		9/26/2018

Docket Number: 123579.101.2	Country: USA
Owner: OnForce, Inc.	Current Status: REGISTERED
Appln. Number: 78/748475	Reg. Number: 3,360,597
Filing Date: 07-Nov-2005	Reg. Date: 25-Dec-2007
Next Action Due: 12/25/2012 8&15 Reminder	Next Renewal: 25-Dec-2017

Mark: ONFORCE

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	12/25/2012		
Sec. 8&15 Aff. Due	12/25/2013		
Section 8&15 Affidavit - Final Deadl	6/25/2014		
Sect. 8 & 9 affidavit/renewal remin	12/25/2016		
Sect. 8&9 affidavit/renewal	12/25/2017		
Trademark Renewal	12/25/2017		8/25/2018
Trademark Renewal Deadline	6/25/2018		8/25/2018

Docket Number: 123579.101.3	Country: USA
Owner: OnForce, Inc.	Current Status: REGISTERED
Appln. Number: 78/748347	Reg. Number: 3,360,596
Filing Date: 07-Nov-2005	Reg. Date: 25-Dec-2007
Next Action Due: 12/25/2012 8&15 Reminder	Next Renewal: 25-Dec-2017

Mark: ONFORCE

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	12/25/2012		
Sec. 8&15 Aff. Due	12/25/2013		
Section 8&15 Affidavit - Final Deadl	6/25/2014		
Sect. 8 & 9 affidavit/renewal remin	12/25/2016		

On Force, Inc. Trademark Applications Report

7/8/2008

Trademark Renewal	12/25/2017	6/25/2018
Trademark Renewal Deadline	6/25/2018	6/25/2018

Docket Number:	123579.101.4	Country:	USA
Owner:	OnForce, Inc.	Current Status:	REGISTERED
Appln. Number:	76/521786	Reg. Number:	2,916,785
Filing Date:	10-Jun-2003	Reg. Date:	04-Jan-2005
Next Action Due:	1/4/2010 8&15 Reminder	Next Renewal:	04-Jan-2015

Mark: ON-LINE OFFICE CENTER

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	1/4/2010		
Sec. 8&15 Aff. Due	1/4/2011		
Section 8&15 Affidavit - Final Deadl	7/4/2011		
Sect. 8 & 9 affidavit/renewal remin	1/4/2014		
Sect. 8&9 affidavit/renewal	1/4/2015		
Trademark Renewal	1/4/2015		7/4/2015
Trademark Renewal Deadline	7/4/2015		7/4/2015

Docket Number:	123579.101.6	Country:	USA
Owner:	OnForce, Inc.	Current Status:	REGISTERED
Appln. Number:	77/048975	Reg. Number:	3,407,882
Filing Date:	21-Nov-2006	Reg. Date:	08-Apr-2008
Next Action Due:	4/8/2013 8&15 Reminder	Next Renewal:	08-Apr-2018

Mark: ONFORCE & DESIGN

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	4/8/2013		
Sec. 8&15 Aff. Due	4/8/2014		
Section 8&15 Affidavit - Final Deadl	10/8/2014		
Sect. 8 & 9 affidavit/renewal remin	4/8/2017		
Sect. 8&9 affidavit/renewal	4/8/2018		
Trademark Renewal	4/8/2018		10/8/2018
Trademark Renewal Deadline	10/8/2018		10/8/2018

On Force, Inc. Trademark Applications Report
7/8/2008

Docket Number: 123579.101.7 Country: USA
 Owner: OnForce, Inc. Current Status: FILED
 Appln. Number: 77/048972 Reg. Number:
 Filing Date: 21-Nov-2006 Reg. Date:
 Next Action Due: 8/27/2008 Second Office Action Response Next Renewal:
 Mark: ON & DESIGN

Action Description	Due Date	Completed Date	Deadline
Trademark Renewal			
Second Office Action Response Du	8/27/2008		

Docket Number: 123579.101.8 Country: USA
 Owner: OnForce, Inc. Current Status: REGISTERED
 Appln. Number: 77/048983 Reg. Number: 3,407,883
 Filing Date: 21-Nov-2006 Reg. Date: 08-Apr-2008
 Next Action Due: 4/8/2013 8&15 Reminder Next Renewal: 08-Apr-2018
 Mark: THE POWER OF ON

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	4/8/2013		
Sec. 8&15 Aff. Due	4/8/2014		
Section 8&15 Affidavit - Final Decisi	10/8/2014		
Sect. 8 & 9 affidavit/renewal remin	4/8/2017		
Sect. 8&9 affidavit/renewal	4/8/2018		
Trademark Renewal	4/8/2018		10/8/2018
Trademark Renewal Deadline	10/8/2018		10/8/2018

Docket Number: 123579.101.9 Country: Canada
 Owner: OnForce, Inc. Current Status: FILED
 Appln. Number: 1356991 Reg. Number:
 Filing Date: 24-Jul-2007 Reg. Date:
 Next Action Due: Next Renewal:
 Mark: ONFORCE

Action Description	Due Date	Completed Date	Deadline
Trademark Renewal			

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between OnForce, Inc., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
TX006083108	Compterrepair.com manage the process.	12/17/2004	

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
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