

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest (Reel 5153, Frame 0455)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIPLEPOINT CAPITAL LLC		03/05/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP.		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
Internal Address:	ATTN: LEGAL DEPT.		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4165773	FUNDPRISM	
Registration Number:	4159079	GROUPODEX	
Registration Number:	4025125	LATTICE ENGINES	
Registration Number:	3367005	LATTICE ENGINES	
Registration Number:	4027978	PLAYMAKER	
Registration Number:	3664852	POET	
Registration Number:	3970575	SALESPRISM	
Registration Number:	4191277	VISIDB	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 591-1000		

CH \$215.00 4165773

Email: tsien@winston.com
Correspondent Name: Ted Sien
Address Line 1: 101 California Street
Address Line 2: Winston & Strawn LLP
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1 (LATTICE)
NAME OF SUBMITTER:	LOREN KESSLER HIGGINS, ESQ.
Signature:	/LOREN KESSLER HIGGINS, ESQ./
Date:	03/07/2014

Total Attachments: 6
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**ASSIGNMENT AND ASSUMPTION OF
PLAIN ENGLISH INTELLECTUAL PROPERTY AND SECURITY
AGREEMENT**

This Assignment and Assumption Agreement of the Plain English Intellectual Property and Security Agreement ("**Assignment**"), effective as of March 5, 2014 (the "**Effective Date**"), is entered into by and between TriplePoint Capital LLC, a Delaware limited liability company ("**Seller**"), and TriplePoint Venture Growth BDC Corp., a Maryland corporation ("**Buyer**").

RECITALS

A. Seller entered to a Plain English Growth Capital Loan and Security Agreement dated as of November 12, 2013 (the "**Loan Agreement**") with Lattice Engines, Inc. ("**Borrower**"). Pursuant to the Loan Agreement Borrower granted a lien upon and continuing security interest in all of Borrower's Intellectual Property (as defined in the Loan Agreement) as further evidenced by the Plain English Intellectual Property Security Agreement dated as of November 12, 2013 (the "**IP Security Agreement**"). Seller has agreed to assign all of its right, title and interest in, and Buyer has agreed to assume all of, Seller's duties and obligations under, the Loan Agreement and IP Security Agreement pursuant to arrangements entered into by Seller and Buyer on or about the date of this Assignment.

B. The IP Security Agreement was recorded in the United States Patent and Trademark Office as set forth in Reel 031629, Frame 0753 and Reel 5153, Frame 0455.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Loan Agreement or IP Security Agreement.
2. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in the IP Security Agreement, including without limitation Seller's liens and continuing security interest in the Intellectual Property set forth in Schedule A (Patents & Patent Applications), Schedule B (Trademarks & Trademark Applications) and Schedule C (Copyrights & Copyright Applications). Buyer hereby accepts such assignment and assumes all of Seller's duties and obligations under the IP Security Agreement.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to the conflicts of law provisions thereof.


4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed the day and year first above written.

BUYER:

TRIPLEPOINT VENTURE GROWTH
BDC CORP.

By: _____



Name: Sajal Srivastava
Title: President

Address: 2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
Attn: Legal Dept.

SELLER:

TRIPLEPOINT CAPITAL LLC

By: _____


Name: Sajal Srivastava
Title: Chief Operating Officer

Address: 2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
Attn: Legal Dept.

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
Lattice data set-based methods and apparatus for information storage and retrieval	Grant 6/5/12	US 12/425,926

PATENT APPLICATIONS


Name	Status & Date Filed	Application Number
Digital data processing systems and methods for searching and communicating via a social network	Application 1/9/12	US 13/346,371
Digital data processing systems and methods for searching across user accounts	Application 12/10/12	PCT/US2012/068740

SCHEDULE B

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Mark	Country	Regis. No.	Regis. Date	Status
FUNDPRISM	United States	4165773	06/26/12	Section 8 Affidavit due 06/26/18
GROUPODEX	United States	4159079	06/12/12	Section 8 Affidavit due 06/12/18
LATTICE ENGINES	Australia Madrid Protocol	1421946	03/17/11	Renewal due under Madrid Protocol 03/17/21
LATTICE ENGINES	Canada	839765	01/11/13	Renewal due 01/11/28
LATTICE ENGINES	China Madrid Protocol	1072973	03/17/11	Renewal due under Madrid Protocol 03/17/21
LATTICE ENGINES	European Community	9826281	08/30/11	Renewal due 03/21/21
LATTICE ENGINES	Japan Madrid Protocol	1072973	03/17/11	Renewal due under Madrid Protocol 03/12/21
LATTICE ENGINES	Madrid Protocol Australia China Japan Russian Federation Switzerland Turkey	1072973	03/17/11	Renewal due 03/17/21
LATTICE ENGINES	Mexico	1224110	06/23/11	Renewal due 03/23/21
LATTICE ENGINES	Russian Federation Madrid Protocol	1072973	03/17/11	Renewal due under Madrid Protocol 03/17/21

LATTICE ENGINES	Switzerland Madrid Protocol	1072973	03/17/11	Renewal due under Madrid Protocol 03/17/21
LATTICE ENGINES	Turkey Madrid Protocol	1072973	03/17/11	Renewal due under Madrid Protocol 03/17/21
LATTICE ENGINES	United States	4025125	09/13/11	Section 8 Affidavit due 09/13/17
LATTICE ENGINES and design 	United States	3367005	01/08/08	Section 8 Affidavit due 01/08/14
PLAYMAKER	United States	4027978	09/20/11	Section 8 Affidavit due 09/20/17
POET	United States	3664852	08/04/09	Section 8 Affidavit due 08/04/15
SALESPRISM	United States	3970575	05/31/11	Section 8 Affidavit due 05/31/17
VISIDB	United States	4191277	08/14/12	Section 8 Affidavit due 08/14/18

TRADEMARK APPLICATIONS

Mark	Country	Serial No.	Filing Date	Status
LATTICE ENGINES	Brazil	830985344	03/23/11	Published
LATTICE ENGINES	India	2117925	03/18/11	Under examination
SALESPRISM	China	11341254	08/13/12	Under examination

**SCHEDULE C
COPYRIGHT REGISTRATIONS AND APPLICATIONS**

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None.			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None.		