

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	THIRD AMENDMENT TO SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FINANCIALFORCE.COM, INC.		10/12/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP.		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4765443	ERP AT CUSTOMER SPEED	
Registration Number:	5130214	PEOPLECASTING	
Registration Number:	4323771	CLICKLINK	
Serial Number:	88042249	SEE YOUR CUSTOMERS IN FULL COLOR	
Serial Number:	88042270	F	
CORRESPONDENCE DATA			
Fax Number:	3102774730		
<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:	310.284.6133		
Email:	Grosenbaum@mwe.com, cvicino@mwe.com		
Correspondent Name:	Gary B. Rosenbaum		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	2049 Century Park East, Suite 3800		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Gary B. Rosenbaum		
SIGNATURE:	/Gary B. Rosenbaum/		
DATE SIGNED:	10/19/2018		
Total Attachments: 5			

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THIRD AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Third Amendment to Plain English Intellectual Property Security Agreement** dated as of October 12, 2018 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP. a Maryland corporation and FINANCIALFORCE.COM, INC., a Delaware corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words "You" or "Your" refers to the Grantor, which is FINANCIALFORCE.COM, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and FINANCIALFORCE.COM, INC.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 20, 2016, as amended by the First Amendment to Plain English Growth Capital Loan and Security Agreement dated as of September 29, 2017 (together with further amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 20, 2016, as amended by the First Amendment to Plain English Intellectual Property Security Agreement dated as of October 24, 2016 and the Second Amendment to Plain English Intellectual Property Security Agreement dated as of March 9, 2017 (together with further amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

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

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

⇒ Schedule A and Schedule B to the IP Security Agreement are hereby supplemented by Supplement A and Supplement B attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: FINANCIALFORCE.COM, INC.

Signature:

Milton C. Brooks

Print Name:

MILTON C. BROOKS

Title:

Chief Financial Officer

[SIGNATURE PAGE THIRD AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SUPPLEMENT TO SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between FinancialForce.com, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
Seamless Authentication For An Application Development Platform	Issued February 20, 2018	9,900,302

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Mechanism to Allow a Messaging System to Automatically Switch to Asynchronous Operation Due to High Demand	September 19, 2017	15/708,492
Custom Connector for Platforms (Non-Provisional Application)	November 28, 2017	15/824,018
Using Mobile Phone Data to Log Activities and Generate Activity Records	December 22, 2017	15/853,150
Using Call Data to Log Activities and Generate Activity Records	December 22, 2017	15/853,265
Efficient Block Chain Generation	March 1, 2018	15/090101
Voice Assistant for Records	June 25, 2018	62/689,667
Method and System for Bridging Cloud Platforms to Automate a Natural Language Interface	June 29, 2018	62/692,587
Artificial Intelligence and Crowdsourced Translation Platform	July 3, 2018	16/027,207
Customizing a Display of Data Entry Suggestions to Facilitate Self-Reporting of User Activities	September 13, 2018	16/130,946

SUPPLEMENT TO SCHEDULE B


**To Plain English Intellectual Property Security Agreement
Between FinancialForce.com, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Registered	Registration Number	Status
PEOPLECASTING	August 11, 2016	014798219	Registered in EUTM
PEOPLECASTING	November 17, 2015	1735210	Registered in Australia
ERP AT CUSTOMER SPEED	March 31, 2017	TMA967203	Registered in Canada
ERP AT CUSTOMER SPEED	June 30, 2015	4765443	Registered in US
PEOPLECASTING	January 24, 2017	5130214	Registered in US
CLICKLINK	July 20, 2012	10669851	Registered in EUTM
CLICKLINK	April 23, 2013	4323771	Registered in US
CLICKLINK	December 1, 2014	TMA891244	Registered in Canada

TRADEMARK APPLICATIONS

Name	Status & Date Filed	Application Number
SEE YOUR CUSTOMERS IN FULL COLOR	Filed July 18, 2018	88042249
	Filed July 18, 2018	88042270