

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIPLEPOINT VENTURE GROWTH BDC CORP.		01/30/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	FINANCIALFORCE.COM, INC.		
Street Address:	595 Market St. Suite 2700		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4765443	ERP AT CUSTOMER SPEED	
Registration Number:	4323771	CLICKLINK	
Registration Number:	5130214	PEOPLECASTING	
Serial Number:	88042249	SEE YOUR CUSTOMERS IN FULL COLOR	
Serial Number:	88042270	F	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8013374500		
Email:	nwells@legendslaw.com		
Correspondent Name:	Nicholas D. Wells		
Address Line 1:	330 Main St		
Address Line 4:	Kaysville, UTAH 84037		
NAME OF SUBMITTER:	Nicholas D. Wells		
SIGNATURE:	/Nicholas Wells/		
DATE SIGNED:	02/22/2019		

OP \$140.00 4765443

RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of January 30, 2019 by TriplePoint Venture Growth BDC Corp. ("Lender") in favor of FinancialForce.com, Inc., a Delaware corporation ("Company").

RECITAL

WHEREAS Company granted to Lender a security interest in the copyrights, patents and trademarks described on Exhibit A and attached hereto, respectively, (collectively, the "Intellectual Property") to Lender under a Plain English Intellectual Property Security Agreement dated as of June 20, 2016 (the "Security Agreement"), and recorded with the US Library of Congress Copyright Office and the US Patent and Trademark Office as set forth on Exhibits A.

WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

AGREEMENT

Now therefore, Lender agrees that it terminates and releases its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

LENDER:

TRIPLEPOINT VENTURE GROWTH BDC CORP.

By:

A handwritten signature in black ink, appearing to read 'Andrew Olson', written over a horizontal dotted line.

Name: Andrew Olson, CFO

EXHIBIT A
(ATTACH IP SECURITY AGREEMENTS & FILINGS)



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of June 20, 2016 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation and FINANCIALFORCE.COM, INC., a Delaware corporation (the "Agreement").

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.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 20, 2016 (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

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 Patents, Trademarks and Copyrights in connection to which You have registered or filed an application for registration 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 herein 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 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 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 agree that We may modify this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, solely to the extent necessary to include an accurate and correct 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, which amendment shall become effective upon delivery to You of a written copy of such modified Schedule. We may exercise such right only until all of the Secured Obligations have been fully repaid 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 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

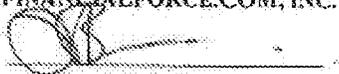
This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

You: FINANCIALFORCE.COM, INC.

Signature: 

Print Name: Jeremy Luone

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 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
None		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Custom Lightning Connect Adapter for Google Sheets Web-Based Spreadsheet Program	May 20, 2016	15/161,142

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 Filed or Issued	Serial Number	Status/Notes
ERP AT CUSTOMER SPEED	June 30, 2015	86211241	N/A
CLICKLINK	April 23, 2013	85710813	N/A
FINANCIALFORCE (Licensed from Salesforce.com, Inc.)	August 24, 2010	3836879	FinancialForce.com, Inc. exclusively licenses the "FINANCIALFORCE" (Reg. No. 3836879) and "FINANCIALFORCE.COM" (Reg. No. 3836878) trademarks from salesforce.com pursuant to that certain Trademark License Agreement, by and between FinancialForce.com, Inc. and salesforce.com, dated September 4, 2009.
FINANCIALFORCE.COM (Licensed from Salesforce.com, Inc.)	August 24, 2010	3836878	

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
PEOPLECASTING (USA)	November 16, 2015	86821355	Published for opposition April 26, 2016.
PEOPLECASTING (European Union)	November 17, 2015	14798219	Received notice on April 20, 2016 advising that a previously raised objection on absolute grounds has been waived. Mark will proceed to publication.
PEOPLECASTING (Australia)	November 17, 2015	1735210	Published for opposition April 7, 2016.

SCHEDULE C

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

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 13, 2016

PTAS

GARY B. ROSENBAUM
MCDERMOTT WILL & EMERY LLP
2049 CENTURY PARK EAST, SUITE 3800
LOS ANGELES, CA 90067

503885672

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/23/2016

REEL/FRAME: 039131/0070
NUMBER OF PAGES: 10

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 082853-0010 FINANCIALFOR

ASSIGNOR:

FINANCIALFORCE.COM, INC.

DOC DATE: 06/20/2016

ASSIGNEE:

TRIPLEPOINT VENTURE GROWTH BDC CORP.
2755 SAND HILL ROAD, SUITE 150
MENLO PARK, CALIFORNIA 94025

APPLICATION NUMBER: 15161142

FILING DATE: 05/20/2016

PATENT NUMBER:

ISSUE DATE:

TITLE: CUSTOM LIGHTNING CONNECT ADAPTER FOR GOOGLE SHEETS WEB-BASED SPREADSHEET PROGRAM

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

FEBRUARY 22, 2017

FIAS

GARY B. ROSENBAUM
MCDERMOTT WILL & EMERY LLP
2049 CENTURY PARK EAST, SUITE 3800
LOS ANGELES, CA 90067

900390792

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 01/10/2017

REEL/FRAME: 5978/0092
NUMBER OF PAGES: 12

BRIEF: CORRECTIVE ASSIGNMENT TO CORRECT TO DELETE REGISTRATION NUMBERS 3836879 AND 3836878 PREVIOUSLY RECORDED AT REEL: 5821 FRAME: 0050. ASSIGNOR(S) HEREBY CONFIRMS THE SECURITY INTEREST.

ASSIGNOR:
FINANCIALFORCE.COM, INC.

DOC DATE: 06/20/2016
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:
TRIPLEPOINT VENTURE GROWTH BDC CORP.
2755 SAND HILL ROAD, SUITE 150
MENLO PARK, CALIFORNIA 94025

CITIZENSHIP: MARYLAND
ENTITY: CORPORATION

SERIAL NUMBER: 85710813
REGISTRATION NUMBER: 4323771
MARK: CLICKLINK
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/23/2012
REGISTRATION DATE: 04/23/2013

SERIAL NUMBER: 86211241
REGISTRATION NUMBER: 4765443
MARK: ERP AT CUSTOMER SPEED
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 03/05/2014
REGISTRATION DATE: 06/30/2015

SERIAL NUMBER: 86821355
REGISTRATION NUMBER: 5130214
MARK: PEOPLECASTING
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/16/2015
REGISTRATION DATE: 01/24/2017

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION



FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **First Amendment to Plain English Intellectual Property Security Agreement** dated October 24, 2016 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 (together with 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 (together with 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** to the IP Security Agreement is hereby supplemented by Supplement A 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 First 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:	 DocuSigned by: 3B4FB80590D74B7...
Print Name:	Jeremy Roche
Title:	CEO

[SIGNATURE PAGE FIRST 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
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PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Seamless Authentication For An Application Development Platform	June 22, 2016	15/189,218
Combining Batch and Queueable Technologies In A Salesforce Platform For Large Volume Parallel Processing	June 23, 2016	15/190,178
In-Memory Multi-Dimensional Dataset with Interrogation Mechanism for Salesforce Platform	September 20, 2016	15/271,186
Processing Records by Combining Visualforce and Queueables Technologies in the Salesforce Platform	September 20, 2016	15/271,191
Dynamic Intermediate Templates for Richly Formatted Output	September 21, 2016	15/271,875



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 27, 2016

PTAS

GARY B. ROSENBAUM
MCDERMOTT WILL & EMERY LLP
2049 CENTURY PARK EAST, SUITE 3800
LOS ANGELES, CA 90067

504068482

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 10/26/2016

REEL/FRAME: 040142/0224
NUMBER OF PAGES: 6

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 082853-0010

ASSIGNOR:

FINANCIALFORCE.COM, INC.

DOC DATE: 10/24/2016

ASSIGNEE:

TRIPLEPOINT VENTURE GROWTH BDC CORP.
2755 SAND HILL ROAD, SUITE 150
MENLO PARK, CALIFORNIA 94025

APPLICATION NUMBER: 15189218

FILING DATE: 06/22/2016

PATENT NUMBER:

ISSUE DATE:

TITLE: SEAMLESS AUTHENTICATION FOR AN APPLICATION DEVELOPMENT PLATFORM

APPLICATION NUMBER: 15190178

FILING DATE: 06/23/2016

PATENT NUMBER:

ISSUE DATE:

TITLE: COMBINING BATCH AND QUEUEABLE TECHNOLOGIES IN A SALESFORCE PLATFORM FOR LARGE VOLUME PARALLEL PROCESSING

APPLICATION NUMBER: 15271186

FILING DATE: 09/20/2016

PATENT NUMBER:

ISSUE DATE:

TITLE: IN-MEMORY MULTI-DIMENSIONAL DATASET WITH INTERROGATION MECHANISM FOR SALESFORCE PLATFORM

APPLICATION NUMBER: 15271191 FILING DATE: 09/20/2016
PATENT NUMBER: ISSUE DATE:
TITLE: PROCESSING RECORDS BY COMBINING VISUALFORCE AND QUEUEABLES
 TECHNOLOGIES IN THE SALESFORCE PLATFORM

APPLICATION NUMBER: 15271875 FILING DATE: 09/21/2016
PATENT NUMBER: ISSUE DATE:
TITLE: DYNAMIC INTERMEDIATE TEMPLATES FOR RICHLY FORMATTED OUTPUT

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION



SECOND AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Second Amendment to Plain English Intellectual Property Security Agreement** dated as of March 9, 2017 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 (together with 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 (together with 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** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.

⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by 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.

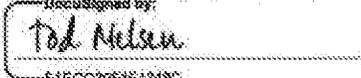
Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

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 Second 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: 
Print Name: Tod Nielsen
Title: President and CEO

[SIGNATURE PAGE SECOND 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
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PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Custom Connector for Platforms	February 3, 2017	62/454,182

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 Filed or Issued	Serial Number	Status
PEOPLECASTING	January 24, 2017	86821355	Registered

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 14, 2017

PTAS

GARY B. ROSENBAUM
MCDERMOTT WILL & EMERY LLP
2049 CENTURY PARK EAST, SUITE 3800
LOS ANGELES, CA 90067

504268574

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NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 03/13/2017

REEL/FRAME: 041554/0903
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 82853-010

ASSIGNOR:
FINANCIALFORCE.COM, INC.

DOC DATE: 03/09/2017

ASSIGNEE:
TRIPLEPOINT VENTURE GROWTH BDC CORP.
2755 SAND HILL ROAD, SUITE 150
MENLO PARK, CALIFORNIA 94025

APPLICATION NUMBER: 62454182
PATENT NUMBER:
TITLE: CUSTOM CONNECTOR FOR PLATFORMS

FILING DATE: 02/03/2017
ISSUE DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 17, 2017

PTAS

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RECORDATION DATE: 03/13/2017

REEL/FRAME: 6008/0251
NUMBER OF PAGES: 6

BRIEF: SECURITY INTEREST

ASSIGNOR:
FINANCIALFORCE.COM, INC.

DOC DATE: 03/09/2017
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:
TRIPLEPOINT VENTURE GROWTH DBC CORP.

2755 SAND HILL ROAD, SUITE 150
MENLO PARK, CALIFORNIA 94025

CITIZENSHIP: MARYLAND
ENTITY: CORPORATION

SERIAL NUMBER: 86821355
REGISTRATION NUMBER: 5130214
MARK: PEOPLECASTING
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/16/2015
REGISTRATION DATE: 01/24/2017

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION



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.

Second Amend to IP Security Agreement

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: *Gregory C. Brooks*
Print Name: Gregory 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

<u>Name</u>	<u>Date Registered</u>	<u>Registration Number</u>	<u>Status</u>
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

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



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 31, 2018

PTAS

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LOS ANGELES, CA 90067

900470656

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RECORDATION DATE: 10/19/2018

REEL/FRAME: 6507/0762
NUMBER OF PAGES: 7

BRIEF: THIRD AMENDMENT TO SECURITY AGREEMENT

ASSIGNOR:

FINANCIALFORCE.COM, INC.

DOC DATE: 10/12/2018
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:

TRIPLEPOINT VENTURE GROWTH BDC CORP.

2755 SAND HILL ROAD, SUITE 150
MENLO PARK, CALIFORNIA 94025

CITIZENSHIP: MARYLAND
ENTITY: CORPORATION

SERIAL NUMBER: 85710813

REGISTRATION NUMBER: 4323771

MARK: CLICKLINK

DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/23/2012

REGISTRATION DATE: 04/23/2013

SERIAL NUMBER: 86211241

REGISTRATION NUMBER: 4765443

MARK: ERP AT CUSTOMER SPEED

DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 03/05/2014

REGISTRATION DATE: 06/30/2015

SERIAL NUMBER: 86821355
REGISTRATION NUMBER: 5130214
MARK: PEOPLECASTING
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/16/2015
REGISTRATION DATE: 01/24/2017

SERIAL NUMBER: 88042249
REGISTRATION NUMBER:
MARK: SEE YOUR CUSTOMERS IN FULL COLOR
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 07/18/2018
REGISTRATION DATE:

SERIAL NUMBER: 88042270
REGISTRATION NUMBER:
MARK: F

FILING DATE: 07/18/2018
REGISTRATION DATE:

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

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PUBLIC RECORDS DIVISION



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 24, 2018

PTAS

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MCDERMOTT WILL & EMERY LLP
2049 CENTURY PARK EAST, SUITE 3800
LOS ANGELES, CA 90067

505149463

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RECORDATION DATE: 10/19/2018

REEL/FRAME: 047271/0284

NUMBER OF PAGES: 7

BRIEF: THIRD AMENDMENT TO SECURITY AGREEMENT

DOCKET NUMBER: 82853-010 GBR/CMV

ASSIGNOR:

FINANCIALFORCE.COM, INC.

DOC DATE: 10/12/2018

ASSIGNEE:

TRIPLEPOINT VENTURE GROWTH BDC CORP.
2755 SAND HILL ROAD, SUITE 150
MENLO PARK, CALIFORNIA 94025

APPLICATION NUMBER: 15090101

FILING DATE: 04/04/2016

PATENT NUMBER:

ISSUE DATE:

TITLE: INTERPOLATED MILLING TOOLS AND METHODS

APPLICATION NUMBER: 15189218

FILING DATE: 06/22/2016

PATENT NUMBER: 9900302

ISSUE DATE: 02/20/2018

TITLE: SEAMLESS AUTHENTICATION FOR AN APPLICATION DEVELOPMENT PLATFORM

APPLICATION NUMBER: 15708492

FILING DATE: 09/19/2017

PATENT NUMBER:

ISSUE DATE:

TITLE: MECHANISM TO ALLOW A MESSAGING SYSTEM TO AUTOMATICALLY SWITCH TO ASYNCHRONOUS OPERATION DUE TO HIGH DEMAND

APPLICATION NUMBER: 15824018
PATENT NUMBER:
TITLE: CUSTOM CONNECTOR FOR PLATFORMS

FILING DATE: 11/28/2017
ISSUE DATE:

APPLICATION NUMBER: 15853150
PATENT NUMBER:
TITLE: USING MOBILE PHONE DATA TO LOG ACTIVITIES AND GENERATE ACTIVITY RECORDS

FILING DATE: 12/22/2017
ISSUE DATE:

APPLICATION NUMBER: 15853265
PATENT NUMBER:
TITLE: USING CALL DATA TO LOG ACTIVITIES AND GENERATE ACTIVITY RECORDS

FILING DATE: 12/22/2017
ISSUE DATE:

APPLICATION NUMBER: 16027207
PATENT NUMBER:
TITLE: ARTIFICIAL INTELLIGENCE AND CROWDSOURCED TRANSLATION PLATFORM

FILING DATE: 07/03/2018
ISSUE DATE:

APPLICATION NUMBER: 16130946
PATENT NUMBER:
TITLE: CUSTOMIZING A DISPLAY OF DATA ENTRY SUGGESTIONS TO FACILITATE SELF-REPORTING OF USER ACTIVITIES

FILING DATE: 09/13/2018
ISSUE DATE:

APPLICATION NUMBER: 62689667
PATENT NUMBER:
TITLE: VOICE ASSISTANT FOR RECORDS

FILING DATE: 06/25/2018
ISSUE DATE:

APPLICATION NUMBER: 62692587
PATENT NUMBER:
TITLE: METHOD AND SYSTEM FOR BRIDGING CLOUD PLATFORMS TO AUTOMATE A NATURAL LANGUAGE INTERFACE

FILING DATE: 06/29/2018
ISSUE DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION