

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511163

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Financialforce.com, Inc.		01/30/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Obsidian Agency Services, Inc.		
<b>Street Address:</b>	2951 28th Street, Suite 1000		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90405		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4765443	ERP AT CUSTOMER SPEED	
<b>Registration Number:</b>	4323771	CLICKLINK	
<b>Registration Number:</b>	5130214	PEOPLECASTING	
<b>Serial Number:</b>	88042249	SEE YOUR CUSTOMERS IN FULL COLOR	
<b>Serial Number:</b>	88042270	F	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8013374500		
<b>Email:</b>	nwells@legendslaw.com		
<b>Correspondent Name:</b>	Nicholas D. Wells		
<b>Address Line 1:</b>	330 Main St		
<b>Address Line 4:</b>	Kaysville, UTAH 84037		
<b>NAME OF SUBMITTER:</b>	Nicholas D. Wells		
<b>SIGNATURE:</b>	/Nicholas Wells/		
<b>DATE SIGNED:</b>	02/22/2019		
<b>Total Attachments: 9</b>			

OP \$140.00 4765443

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Agreement”), dated as of January 30, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Obsidian Agency Services, Inc., a California corporation, as collateral agent for Lenders (the “Collateral Agent”).

**WITNESSETH:**

WHEREAS, pursuant to the Loan and Security Agreement, dated as of January

misappropriation, dilution, violation or other impairment thereof; provided, that the foregoing is subject in all cases to the exclusions described in the Credit Agreement (including, without limitation, Exhibit A thereof), and shall not include any property of Grantors excluded from the definition of “Collateral” under the Credit Agreement.

3. **Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law. In addition, notwithstanding anything herein to the contrary, the term “Collateral” shall not include and the security interest granted under Section 2 hereof shall not attach to any rights or interests in Intellectual Property held under any contract, lease, permit or license that are not assignable or prohibit the grant of a security interest or a lien therein by their terms without the consent of the licensor or counterparty thereof (but only to the extent such restriction on assignment or prohibition on granting a security interest is enforceable under applicable law).

4. **Credit Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Credit Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent and Lenders with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

5. **Termination.** Upon the payment in full of the Obligations (other than inchoate indemnity obligations), the security interest in the Collateral granted under this Agreement shall automatically terminate, and Collateral Agent shall, at Grantors’ request and expense, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Collateral under this Agreement.

6. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

## 8. Choice of Law, Venue, Jury Trial Waiver.

(a) **Governing Law.** California law governs the Loan Documents without regard to principles of conflicts of law. Grantors and Collateral Agent each submit to the exclusive jurisdiction of the State and Federal courts in Los Angeles County, California; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Collateral Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Collateral Agent. Grantors expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and each Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Each Grantor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Grantor at the address set forth in, or subsequently provided by Grantors in accordance with, Section 10 of the Credit Agreement and that service so made shall be deemed completed upon the earlier to occur of Grantors' actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

**(b) Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTORS AND COLLATERAL AGENT AND EACH LENDER EACH WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION IN CONNECTION WITH THE LOAN DOCUMENTS, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.**

(c) **Judicial Reference.** WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of Los Angeles County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Los Angeles County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Los Angeles County, California Superior Court for such relief. The proceeding before the

private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge.

(d) **Scope of Authority.** The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**FinancialForce.com, Inc.**

By: Madan C. Byrnes  
Name: Madan C. Byrnes  
Title: CEO

**FinancialForce.com (SCM), Inc.**

By: Madan C. Byrnes  
Name: Madan C. Byrnes  
Title: CEO

**FinancialForce UK, Limited**

By: Madan C. Byrnes  
Name: Madan C. Byrnes  
Title: CEO

**COLLATERAL AGENT:**

**Obsidian Agency Services, Inc.**, a California corporation, as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**FinancialForce.com, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**FinancialForce.com (SCM), Inc.**

By: \_\_\_\_\_  
Name:  
Title:

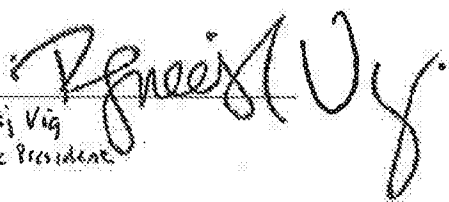
**FinancialForce UK, Limited**

By: \_\_\_\_\_  
Name:  
Title: \_\_\_\_\_

**COLLATERAL AGENT:**

**Obsidian Agency Services, Inc.**, a California corporation, as Collateral Agent

By: \_\_\_\_\_  
Name: Raj Vig  
Title: Vice President





**SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents:

Name of Patent	Patent Number	Date of Issue	Jurisdiction of Filing	Name of patent holder if other than Borrower
Seamless Authentication For An Application Development Platform	9,900,302	February 20, 2018	United States	

Patent Applications:

Name of Patent Application	Patent Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower
Custom Lightning Connect Adapter for Google Sheets Web-Based Spreadsheet Program	15/161,142	May 20, 2016	United States	
Seamless Authentication For An Application Development Platform (Continuation Application)	15/869,451	January 12, 2018	United States	
Combining Batch and Queueable Technologies In A Salesforce Platform For Large Volume Parallel Processing	15/190,178	June 23, 2016	United States	
In-Memory Multi-Dimensional Dataset with Interrogation Mechanism for Salesforce Platform	15/271,186	September 20, 2016	United States	
Processing Records by Combining Visualforce and Queueables Technologies in the Salesforce Platform	15/271,191	September 20, 2016	United States	
Dynamic Intermediate Templates for Richly Formatted Output	15/271,875	September 21, 2016	United States	
Custom Connector for Platforms (Provisional Application)	62/454,182	February 3, 2017	United States	
Custom Connector for	15/824,018	November 28,	United States	


Platforms (Non-provisional Application)		2017		
Mechanism to Allow a Messaging System to Automatically Switch to Asynchronous Operation Due to High Demand	15/708,492	September 19, 2017	United States	
Using Mobile Phone Data to Log Activities and Generate Activity Records	15/853,150	December 22, 2017	United States	
Using Call Data to Log Activities and Generate Activity Records	15/853,265	December 22, 2017	United States	
Efficient Block Chain Generation	15/090101	March 1, 2018	United States	
Voice Assistant for Records (Provisional Application)	62/689,667	June 25, 2018	United States	
Method and System for Bridging Cloud Platforms to Automate a Natural Language Interface (Provisional Application)	62/692,587	June 29, 2018	United States	
Artificial Intelligence and Crowdsourced Translation Platform	16/027,207	July 3, 2018	United States	
Customizing a Display of Data Entry Suggestions to Facilitate Self-Reporting of User Activities	16/130,946	September 13, 2018	United States	
Automatic Characterization of Media Files	16/249,136	January 16, 2019	United States	
Software Development Framework For a Cloud Computing Platform	16/242,913	January 16, 2019	United States	

Trademarks:

Trademark	Trademark Number	Date of Registration	Jurisdiction of Filing	Name of trademark holder if other than Borrower
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ERP AT CUSTOMER SPEED	TMA967203	March 31, 2017	Canada	
ERP AT CUSTOMER SPEED	4765443	June 30, 3015	United States	
CLICKLINK	4323771	April 23, 2013	United States	
CLICKLINK	010669851	July 10, 2012	European Union (EUTM)	
CLICKLINK	TMA891244	December 1, 2014	Canada	
PEOPLECASTING	5130214	January 24, 2017	United States	
PEOPLECASTING	014798219	August 11, 2016	European Union (EUTM)	
PEOPLECASTING	1735210	November 17, 2015	Australia	

Trademark Applications:

Trademark	Trademark Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower
SEE YOUR CUSTOMERS IN FULL COLOR	88042249	July 18, 2018	United States	
	88042270	July 18, 2018	United States	

Registered Copyrights:

Copyright	Copyright Number	Date of Filing	Jurisdiction of Filing	Name of copyright holder if other than Borrower
n/a				

Registered Copyright Applications:

Copyright	Copyright Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower
n/a				