

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM643596

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COPPER CRM, INC.		04/30/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Administrative Agent		
<b>Street Address:</b>	3003 Tasman Drive, HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88000318	COPPER	
<b>Serial Number:</b>	90095717	COPPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1365617 TM		
<b>NAME OF SUBMITTER:</b>	Naomi Sakata		
<b>SIGNATURE:</b>	/Naomi Sakata/		
<b>DATE SIGNED:</b>	04/30/2021		
<b>Total Attachments: 3</b>			
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**FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of April 30, 2021, by and between **SILICON VALLEY BANK**, a California corporation ("Bank"), and **COPPER CRM, INC.**, a Delaware corporation (formerly known as Prosperworks, Inc.) whose address is 301 Howard Street, Suite 600, San Francisco, California 94105 ("Grantor").

**Recitals**

A. Grantor and Bank have previously entered into that certain Loan and Security Agreement dated as of June 1, 2018, as amended by that certain First Amendment to Loan and Security Agreement dated as of March 20, 2019 between Grantor and Bank (as the same may be further amended, modified, restated, replaced, or supplemented from time to time, the "Loan Agreement").

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of June 1, 2018 (as may be amended, modified, restated, replaced, or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATION TO THE IP SECURITY AGREEMENT.

1. Exhibit C to the IP Security Agreement is hereby amended in its entirety and replaced with Schedule C-I attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, as amended hereby, and acknowledges, confirms and agrees that the IP Security Agreement, as amended hereby, contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank. Each party hereto may execute this Amendment by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

*[The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

**GRANTOR:**

COPPER CRM, INC.

DocuSigned by:  
*Dennis Fois*  
By: \_\_\_\_\_  
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Name: Dennis Fois

Title: Chief Executive Officer

**BANK:**

SILICON VALLEY BANK

DocuSigned by:  
*Matt Perry*  
By: \_\_\_\_\_  
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Name: Matt Perry

Title: Vice President

## SCHEDULE C-1

## Trademarks

Description	Registration / Application Number	Registration / Application Date
Copper	88000318 (USPTO)	Reg. Date 10/29/2019 App. Date 06/14/2018
Copper	90095717 (USPTO)	Reg. Date N/A App. Date 7/28/2020
Copper	017961528 (EUIPO)	Reg. Date N/A App. Date 09/25/2018
Copper	018279276 (EUIPO)	Reg. Date N/A App. Date 7/28/2020
Copper	1922217-00 (Canada)	Reg. Date N/A App. Date 09/27/2018