

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FINANCIALFORCE.COM, INC.		02/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
Internal Address:	Attention: Commercial Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4765443	ERP AT CUSTOMER SPEED	
Registration Number:	4323771	CLICKLINK	
Registration Number:	5130214	PEOPLECASTING	
Registration Number:	5749023	SEE YOUR CUSTOMERS IN FULL COLOR	
Serial Number:	88042270	F	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	2165665741		
Email:	mae.smith@thompsonhine.com		
Correspondent Name:	Jennifer Villyard		
Address Line 1:	3900 Key Center, 127 Public Square		
Address Line 2:	Thompson Hine LLP		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Jennifer Villyard		
SIGNATURE:	/Jennifer Villyard/		
DATE SIGNED:	02/21/2022		

OP \$140.00 4765443

Total Attachments: 22

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Borrower)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”) is made effective as of the 16th day of February, 2022 by FINANCIALFORCE.COM, INC., a Delaware corporation (the “Pledgor”), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent under the Credit Agreement, as hereinafter defined (the “Administrative Agent”), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

The Pledgor is entering into that certain Credit and Security Agreement, dated as of February 16, 2022, with the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the “Lenders” and, individually, each a “Lender”) and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the “Credit Agreement”). The Pledgor desires that the Lenders grant to the Pledgor the financial accommodations as described in the Credit Agreement.

The Pledgor deems it to be in the direct pecuniary and business interests of the Pledgor that it obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

The Pledgor understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Pledgor by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in the form of Exhibit A attached hereto.

“Collateral” means, collectively, all of the Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in

trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing; provided that Collateral shall not include Excluded Property.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by the Pledgor to the Administrative Agent, the Issuing Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents (including any Erroneous Payment Subrogation Rights), and includes the principal of and interest on all Loans, and all obligations of the Pledgor or any other Credit Party pursuant to Letters of Credit; (b) each extension, renewal, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees payable pursuant to the Credit Agreement or any other Loan Document; (d) all fees and charges in connection with the Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

“Secured Obligations” means, collectively, (a) the Obligations, (b) all obligations and liabilities of the Companies owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Hedge Agreements, and (c) the Bank Product Obligations owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Bank Product Agreements; provided that Secured Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party. For the avoidance of doubt, Permitted Equity Derivatives shall not constitute Secured Obligations.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for

the benefit of the Lenders (and Affiliates thereof that hold Secured Obligations), a security interest in all of the Pledgor's right, title and interest in the Collateral, whether now owned or hereafter acquired, including (without limitation) all of the Pledgor's future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

4. Representations and Warranties. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:

4.1. The Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.3. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Pledgor not to sue third Persons.

4.4. The Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.5. The Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. The Pledgor shall not enter into any agreement that is inconsistent with the Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without the Administrative Agent's prior written consent, excluding any license or agreement permitted by the Credit Agreement. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Upon reasonable notice to the Pledgor from the Administrative Agent, the Pledgor hereby grants to the Administrative Agent, for the benefit of the Lenders, and its employees and agents the right, during regular business hours, to visit any location of the Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at the Pledgor's expense.

7. Standard Patent and Trademark Use. The Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. The Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark

usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity; provided that any exercise thereof shall be by the Administrative Agent or a designee thereof.

8.3. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence and during the continuance of both (a) an Event of Default and (b) the Administrative Agent's rightful election to take actual title to the Collateral as specified in the Credit Agreement; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall at that point only become retroactively effective as of the date of this Agreement. After the occurrence and during the continuance of both (a) an Event of Default and (b) the Administrative Agent's rightful election to take actual title to the Collateral as specified in the Credit Agreement, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.

8.4. If an Event of Default shall occur and be continuing and the Administrative Agent's rightful elects to take actual title to the Collateral as specified in the Credit Agreement, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the Pledgor no fewer than ten days

prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Administrative Agent, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency. In addition, the Administrative Agent shall at all times have the right, pursuant to the Credit Agreement, to obtain new appraisals of the Pledgor or the Collateral, the documented reasonable out-of-pocket cost of which shall be paid by the Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.

10. The Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Administrative Agent in writing, the Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been Paid in Full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred by the Pledgor in connection with the Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Collateral without the prior written consent of the Administrative Agent, unless such abandonment will not have a Material Adverse Effect or such abandonment is in connection with the abandonment of a product or product line.

11. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce

or protect the Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action.

12. Power of Attorney. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default and the Administrative Agent's rightful election to take actual title to the Collateral as specified in the Credit Agreement, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, do so in the name of the Pledgor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent, upon request, in full for all expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.

14. Additional Documents. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be reasonably required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Secured Obligations shall have been Paid in Full and the Commitment terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent prompt written notice thereof.

16. Modifications for New Collateral. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at the Administrative Agent's request, the Pledgor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of the Pledgor.

17. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, mailed (via overnight mail) or delivered to it, addressed to it at the address specified on the signature page of the Credit Agreement, if to the

Administrative Agent or any Lender, mailed (via overnight mail) or delivered to it, addressed to the address of the Administrative Agent or such Lender specified on the signature pages of the Credit Agreement, an Assignment Agreement or an Assignment and Assumption Agreement, as applicable, or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or three Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case of facsimile or electronic communication with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received.

18. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability; Attachments. Any provision of this Agreement that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Each schedule or exhibit attached to this Agreement shall be incorporated herein and shall be deemed to be a part hereof.

21. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing by the Administrative Agent, which writing shall be strictly construed.

22. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the

benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

23. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

24. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and by facsimile or other electronic signature, each of which counterparts when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

25. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the respective rights and obligations of the Pledgor, the Administrative Agent, and the Lenders shall be governed by New York law. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York county, New York, over any action or proceeding arising out of or relating to this Agreement or any Loan Document, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

FINANCIALFORCE.COM, INC.

By: 

Ravi Narula
Chief Financial Officer

SCHEDULE 1

See attached.

Patents:

Name of Patent	Patent Number	Date of Issue	Jurisdiction of Filing
Seamless Authentication For An Application Development Platform	9,900,302	February 20, 2018	United States
Custom lightning connect adapter for google sheets web-based spreadsheet program	10,303,675	May 28, 2019	United States
Seamless authentication for an application development platform	10,348,716	July 9, 2019	United States
Using mobile phone data to log activities and generate activity records	10,346,809	July 9, 2019	United States
In-Memory Multi-dimensional Dataset With Interrogation Mechanism for Salesforce Platform	10,467,218	November 5, 2019	United States
Dynamic Intermediate Templates for Richly Formatted Output	10,496,741	December 3, 2019	United States
Using Call Data to Log Activities and Generate Activity Records	10,616,402	April 7, 2020	United States
Using Mobile Phone Data to Log Activities and Generate Activity Records	10,636,013	April 28, 2020	United States
Mechanism to Allow a Messaging System to	10,652,309	May 12, 2020	United States

Automatically Switch to Asynchronous Operation Due to High Demand			
Artificial Intelligence and Crowdsourced Translation Platform	10,846,471	November 24, 2020	United States
Method and System for Bridging Cloud Disparate Platforms to Automate a Natural Language Interface	10,846,481	November 24, 2020	United States
Method and Apparatus for Generating Records from Communication Data	10,880,429	December 29, 2020	United States
Using Mobile Phone Data to Log Activities and Generate Activity Records	10,902,385	January 26, 2021	United States
Platform Interpretation of User Input Converted into Standardized Input	10,922,485	February 16, 2021	United States
Combining Batch and Queueable Technologies In A Salesforce Platform For Large Volume Parallel Processing	10,984,359	April 20, 2021	United States
Efficient Block Chain Generation	11,038,689	June 15, 2021	United States
Voice Assistant for Records (NON-PROVISIONAL)	11,043,217	June 22, 2021	United States
Custom Lightning Connect Adapter for Google Sheets Web-Based Spreadsheet Program (CONTINUATION APPLICATION)	11,048,682	June 29, 2021	United States
Scalably Providing Multiple Application Updates to Multiple Subscribers	11,119,752	September 14, 2021	United States

Software Development Framework For A Cloud Computing Program	11,200,143	December 14, 2021	United States
TEMPLATING PROCESS FOR A MULTI-PAGE FORMATTED DOCUMENT (CONTINUATION APPLICATION)	11,210,460	December 28, 2021	United States
PLATFORM INTERPRETATION OF USER INPUT CONVERTED INTO STANDARDIZED INPUT (CONTINUATION APPLICATION)	11,238,218	February 1, 2022	United States

Patent Applications:

Name of Patent Application	Patent Application Number	Date of Filing	Jurisdiction of Filing
Processing Records by Combining Visualforce and Queueables Technologies in the Salesforce Platform	15/271,191	September 20, 2016	United States
Custom Connector for Platforms (Provisional Application)	62/454,182	February 3, 2017	United States
Custom Connector for Platforms (Non-provisional Application)	15/824,018	November 28, 2017	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
Customizing a Display of Data Entry Suggestions to Facilitate Self-Reporting of User Activities	16/130,946	September 13, 2018	United States
Object Model for Proration Calculations (Provisional Application)	62/835,405	April 17, 2019	United States
Seamless Authentication for an Application Development Platform	16/432,086	June 5, 2019	United States
History of Slowly Changing Dimensions	16/532,669	August 6, 2019	United States
Multi-Dimensional Data Structure to Efficiently Search Data Items	16/601,125	October 14, 2019	United States
Consolidated Resource Management Across Multiple Services	62/924,635	October 22, 2019	United States
Dynamic Generation of Client-Specific Feature Maps	16/673,756	November 4, 2019	United States
Hard Disk and In-Memory Database Operations	16/681,502	November 12, 2019	United States
Object Model for Proration Calculations	16/843,018	April 8, 2020	United States
Risk Management Data Channel Interleaved with Enterprise Data to Facilitate Assessment Responsive to a Risk	16/866,285	May 4, 2020	United States

Event			
Method and System for Bridging Disparate Platforms to Automate a Natural Language Interface (Continuation Application)	17/037,641	September 29, 2020	United States
Artificial Intelligence and Crowdsourced Translation Platform (Continuation Application)	17/039,852	September 30, 2020	United States
Consolidated Resource Management Across Multiple Services (Non-Provisional)	17/076,762	October 21, 2020	United States
Using Mobile Phone Data to Log Activities and Generate Activity Records (Continuation Application #3)	16/952,032	November 18, 2020	United States
Method and Apparatus for Generating Records from Communication Data (Continuation Application #2)	16/952,033	November 18, 2020	United States
Combining Batch And Queueable Technologies In A Platform For Large Volume Parallel Processing (Continuation Application)	17/163,283	January 29, 2021	United States
Efficient Block Chain Generation (DIVISIONAL APPLICATION)	17/244,867	April 29, 2021	United States
Lightning Connect Adapter (CONTINUATION APPLICATION #2)	17/246,511	April 30, 2021	United States

Risk Management Data Channel Interleaved with Enterprise Data to Facilitate Assessment Responsive to a Risk Event (INTERNATIONAL APPLICATION)	PCT/US2021/30303	April 30, 2021	International application filed with the USPTO
Engagement Data Objects Implemented in a Data Aggregation Model to Adapt Computerized Enterprise Data Flows	17/355,113	June 22, 2021	United States
TEMPLATING PROCESS FOR A MULTI-PAGE FORMATTED DOCUMENT (CONTINUATION APPLICATION #2)	17/513,435	October 28, 2021	United States
SOFTWARE DEVELOPMENT FRAMEWORK FOR A CLOUD COMPUTING PROGRAM (CONTINUATION APPLICATION)	17/513,451	October 28, 2021	United States
PLATFORM INTERPRETATION OF USER INPUT CONVERTED INTO STANDARDIZED INPUT (CONTINUATION APPLICATION #2)	17/589,518	January 31, 2022	United States


Patent Licenses:

Name/Date of License Agreement	Name of Licensor	Expiration Date of License
n/a		

Trademarks:

Trademark	Trademark Number	Date of Registration	Jurisdiction of Filing
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
SEE YOUR CUSTOMERS IN FULL COLOR	5749023	May 14, 2019	United States

Trademark Applications:

Trademark	Trademark Application Number	Date of Filing	Jurisdiction of Filing
	88042270	July 18, 2018	United States

Trademark Licenses:

Name/Date of License Agreement	Name of Licensor	Expiration Date of License
Trademark License Agreement	Salesforce.com, Inc.	Trademark License Agreement shall continue in effect until terminated by Licensor or Licensee in accordance with the terms therein.

Registered Copyrights:

Copyright	Copyright Number	Date of Filing	Jurisdiction of Filing
n/a			

Registered Copyright Applications:

Copyright	Copyright Application Number	Date of Filing	Jurisdiction of Filing
n/a			

Copyright Licenses:

Name/Date of License Agreement	Name of Licensor	Expiration Date of License
n/a		

Material IP license agreements:

Name/Date of License / Agreement	Name of Licensor / other party	Expiration Date of License
Trademark License Agreement	Salesforce.com, Inc.	Continues in effect until terminated by Licensor or

		Licensee.
Platform Solution Reseller Agreement	Salesforce.com, Inc.	Continues until July 25, 2023, with 2-year automatic renewals thereafter unless one party provides the other a 12-month non-renewal notice.
SF Vendor Master Subscription Agreement	Salesforce.com, Inc.	Continues indefinitely for the duration of any existing Order Forms (renewed for 3 years on February 1, 2022).
Channel Partner Agreement by and between AppExtremes, LLC (DBA Conga) and Borrower, dated July 31, 2016, as amended.	AppExtremes, LLC	Continues until October 31, 2021, with annual 12-month renewals thereafter. Auto-renewed through October 31, 2022.
OEM License Agreement by and between Bryntum AB and the Borrower, dated June 24, 2013.	Bryntum AB	Continues indefinitely, until terminated by one of the parties thereto.
Master Services and Resale Agreement between Cloud Elements, Inc. and Borrower entered into as of August 30, 2018.	Cloud Elements, Inc.	Auto-renews on an annual basis.

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF FEBRUARY 16, 2022, EXECUTED BY FINANCIALFORCE.COM, INC., A DELAWARE CORPORATION (THE "PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS THE ADMINISTRATIVE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT THE ADMINISTRATIVE AGENT HAS RIGHTFULLY ELECTED TO TAKE POSSESSION OF THE COLLATERAL IN ACCORDANCE WITH THE AGREEMENT, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: _____

Name: _____

Title: _____

ASSIGNMENT

WHEREAS, FinancialForce.com, a Delaware corporation (the "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of February 16, 2022 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association, a national banking association, as the Administrative Agent for the Lenders, as defined in the Agreement (together

with its successors and assigns, the “Administrative Agent”), pursuant to which the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of both (a) an Event of Default, as defined in the Agreement and (b) the Administrative Agent’s rightful election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby (effective only as and when specified in the Agreement) transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the Pledgor’s existing and future right, title and interest in, to and under the Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office, or (iii) registered or pending registration in any foreign jurisdiction.

This Assignment shall be effective only upon certification of an authorized officer of the Administrative Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) the Administrative Agent, on behalf of the Lenders, has rightfully elected to take actual title to the Collateral in accordance with the Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on _____.

FINANCIALFORCE.COM, INC.

By: _____
Ravi Narula
Chief Financial Officer

Signature Page to
Assignment