

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIPLEPOINT VENTURE GROWTH BDC CORP.		10/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ONESOURCCE VIRTUAL, INC.		
Street Address:	9001 Cypress Waters Blvd.		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75019		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5407739	TAXEX	
Registration Number:	4991897	OSV	
Registration Number:	4921180	ONESOURCE VIRTUAL	
Registration Number:	4621542	ONESOURCE VIRTUAL	
Registration Number:	4621543	ONESOURCE VIRTUAL	
Registration Number:	4720497	PAYROLL ATMOSPHERE	
CORRESPONDENCE DATA			
Fax Number:	6508023100		
<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:	6508023000		
Email:	juan.arias@weil.com		
Correspondent Name:	Marc Policastro		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	201 Redwood Shores Parkway		
Address Line 4:	Redwood Shores, CALIFORNIA 94065-1134		
ATTORNEY DOCKET NUMBER:	M. Policastro-66474.0007		
NAME OF SUBMITTER:	Marc Policastro		
SIGNATURE:	/Marc Policastro/		

CH \$165.00 5407739

DATE SIGNED:

01/24/2024

Total Attachments: 12

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RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of October 17, 2023 by TRIPLEPOINT VIRTUAL, INC. as lender ("Lender") in favor of ONESOURCCE VIRTUAL, INC., a Delaware corporation ("Company").

RECITAL

WHEREAS Company granted to Lender under a Plain English Intellectual Property Security Agreement dated as of June 25, 2018 (the "Security Agreement") a security interest in the copyrights, patents and trademarks of the Company (collectively, the "Intellectual Property"). Attached as Exhibit A are the following: (a) the Security Agreement and (b) notices of recordings with the US Library of Congress Copyright Office and the US Patent and/or Trademark, if any.

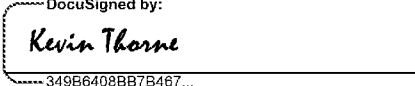
WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

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.

TRIPLEPOINT VENTURE GROWTH BDC CORP. as a Lender

By: TriplePoint Advisers LLC, its investment adviser

By: 
 349B6408BB7B467...

Name: Kevin W. Thorne
Title: Chief Operating Officer

2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
T: (650) 233-2107

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 25, 2018 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation, and ONESOURCE VIRTUAL, 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" refer to the grantor, which is ONESOURCE VIRTUAL, INC. and not any individual. The words "the Parties" refer to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and ONESOURCE VIRTUAL, INC.

The Parties and ONE SOURCE CANADA HOLDINGS LLC, a Texas limited liability company, have entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 25, 2018 (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 intellectual property rights in connection to which You have registered or filed an application 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 but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

During the continuance of 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 IP Security Agreement (ONESOURCE)

Collateral. If We commence any such suit, You shall, at Our reasonable request, do all lawful acts and execute and deliver all proper documents or information that may be reasonably necessary to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable and documented 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 Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary, 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 irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify Schedules A, B and C to this Agreement, in Our reasonable discretion and without first obtaining Your approval of or signature to such modification, solely for the purposes of (a) including reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or (b) deleting 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. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable 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: ONESOURCE VIRTUAL, INC.
Signature: 
Print Name: John Bax
Title: Chief Financial Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between ONESOURCE VIRTUAL, INC., as You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)

PATENTS AND PATENT APPLICATIONS


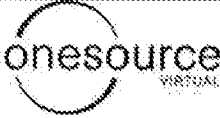
<u>Title</u>	<u>Country</u>	<u>Record Owners</u>	<u>Application No./ Date</u>	<u>Grant No./ Date</u>	<u>Security Interest</u>
<u>System and Method for Service Provision in a Multi-Tenant Environment</u>	<u>United States</u>	<u>One Source Virtual, Inc., a Delaware corporation</u>	<u>14/081,002 November 15, 2013</u>	<u>9,965,339 May 8, 2018</u>	<u>None</u>

SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between ONESOURCE VIRTUAL, INC., as You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Mark	Country	Record Owners	Application No./ Date	Reg No./ Date	Security Interest
TAXEX	United States	Onesource Virtual, Inc., a Delaware Corporation	86119039 Nov. 14, 2013	5407739 Feb. 20, 2018	None
TAXEX	Canada	Crystal Solutions, Inc. an Arizona Corporation ¹	1676096 May 07, 2014	N/A	None
OSV	United States	One Source Virtual HR, Inc., a Texas corporation	86784796 October 12, 2015	4991897 July 5, 2016	None
	United States	One Source Virtual HR, Inc., a Texas corporation	86546763 February 26, 2015	4921180 March 22, 2016	None
	United States	One Source Virtual HR, Inc., a Texas corporation	85554351 February 28, 2012	4621542 October 14, 2014	None
ONESOURCE VIRTUAL	United States	One Source Virtual HR, Inc., a Texas corporation	85554356 February 28, 2012	4621543 October 14, 2014	None
PAYROLL ATMOSPHERE	United States	One Source Virtual HR, Inc., a Texas corporation	85506816 December 31, 2011	4720497 April 14, 2015	None

¹ September 21, 2015 assignment to Onesource Virtual, Inc. has not been recorded with the Canadian Intellectual Property Office.

TRADEMARK APPLICATIONS

None

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between ONESOURCE VIRTUAL, INC., as You (Grantor)
And TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

None

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

None



UNITED STATES PATENT AND TRADEMARK OFFICE

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

MAY 3, 2019

PTAS

JUDY M. MOHR / MCDERMOTT WILL & EMERY
275 MIDDLEFIELD ROAD, SUITE 100
MENLO PARK, CA 94025

505458398

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: 05/02/2019

REEL/FRAME: 049067/0453
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ONESOURCE VIRTUAL, INC.

DOC DATE: 06/25/2018

ASSIGNEE:

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

APPLICATION NUMBER: 14081002

FILING DATE: 11/15/2013

PATENT NUMBER: 9965339

ISSUE DATE: 05/08/2018

TITLE: SYSTEM AND METHOD FOR SERVICE PROVISION IN A MULTI-TENANT ENVIRONMENT

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

MAY 6, 2019

PTAS

JUDY M. MOHR / MCDERMOTT WILL & EMERY
275 MIDDLEFIELD ROAD, SUITE 100
MENLO PARK, CA 94025

900496943

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 05/02/2019

REEL/FRAME: 6636/0119
NUMBER OF PAGES: 9

BRIEF: SECURITY INTEREST

ASSIGNOR:
ONESOURCE VIRTUAL, INC.

DOC DATE: 06/25/2018
CITIZENSHIP: NONE
ENTITY: CORPORATION

ASSIGNEE:
TRIPLEPOINT VENTURE GROWTH BDC CORP.

2755 SAND HILL ROAD
MENLO PARK, CALIFORNIA 94025

CITIZENSHIP: MARYLAND
ENTITY: CORPORATION

SERIAL NUMBER: 85506816
REGISTRATION NUMBER: 4720497
MARK: PAYROLL ATMOSPHERE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 12/31/2011
REGISTRATION DATE: 04/14/2015

SERIAL NUMBER: 85554351
REGISTRATION NUMBER: 4621542
MARK: ONESOURCE VIRTUAL
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S) / NUMBER(S)

FILING DATE: 02/28/2012
REGISTRATION DATE: 10/14/2014

SERIAL NUMBER: 85554356
REGISTRATION NUMBER: 4621543
MARK: ONESOURCE VIRTUAL
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 02/28/2012
REGISTRATION DATE: 10/14/2014

SERIAL NUMBER: 86119039
REGISTRATION NUMBER: 5407739
MARK: TAXEX
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/14/2013
REGISTRATION DATE: 02/20/2018

SERIAL NUMBER: 86546763
REGISTRATION NUMBER: 4921180
MARK: ONESOURCE VIRTUAL
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
STYLIZED FORM

FILING DATE: 02/26/2015
REGISTRATION DATE: 03/22/2016

SERIAL NUMBER: 86784796
REGISTRATION NUMBER: 4991897
MARK: OSV
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/12/2015
REGISTRATION DATE: 07/05/2016

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION