

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6671595

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	FILEVINE, INC.	04/20/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TRIPLEPOINT VENTURE GROWTH BDC CORP.	
<b>Street Address:</b>	2755 SAND HILL ROAD	
<b>City:</b>	MENLO PARK	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94025	
<b>PROPERTY NUMBERS Total: 8</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	10129200	
<b>Patent Number:</b>	10608979	
<b>Patent Number:</b>	10887274	
<b>Patent Number:</b>	10127368	
<b>Patent Number:</b>	10430574	
<b>Patent Number:</b>	10885172	
<b>Application Number:</b>	17125068	
<b>Application Number:</b>	17124334	
<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>	6508157636	
<b>Email:</b>	aalwine@mwe.com	
<b>Correspondent Name:</b>	JUDY M. MOHR / MCDERMOTT WILL & EMERY	
<b>Address Line 1:</b>	415 MISSION STREET, SUITE 5600	
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94105	
<b>ATTORNEY DOCKET NUMBER:</b>	082853-0010-FILEVINE	
<b>NAME OF SUBMITTER:</b>	JUDY M. MOHR	
<b>SIGNATURE:</b>	/Judy M. Mohr/	

<b>DATE SIGNED:</b>	04/22/2021
<b>Total Attachments: 8</b> source=FilevineIPSecurityAgreement#page1.tif source=FilevineIPSecurityAgreement#page2.tif source=FilevineIPSecurityAgreement#page3.tif source=FilevineIPSecurityAgreement#page4.tif source=FilevineIPSecurityAgreement#page5.tif source=FilevineIPSecurityAgreement#page6.tif source=FilevineIPSecurityAgreement#page7.tif source=FilevineIPSecurityAgreement#page8.tif	



## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated as of April 20, 2021 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation, in its capacity as collateral agent for itself and Lenders (as defined below) and FILEVINE, 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 FILEVINE, INC. and not any individual. The words “the Parties” refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and FILEVINE, INC.

Reference is made to the Plain English Growth Capital Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), dated as of April 20, 2021 by and among, You, Collateral Agent and TRIPLEPOINT VENTURE GROWTH BDC CORP., in its capacity as a lender (“TPVG”), TRIPLEPOINT PRIVATE VENTURE CREDIT INC., a Maryland corporation, in its capacity as a lender (in such capacity, “TPVC”; TPVC and TPVG, in their respective capacities as lenders, each a “Lender” and collectively the “Lenders”). 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:

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### 1. GRANT OF SECURITY INTEREST

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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;
- ⇒ all Proceeds; and
- ⇒ Notwithstanding the above, Collateral excludes (a) rights held under a license that are not assignable by their terms without the consent of the licensor thereof; and (b) intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral; provided, however, that the exclusions set forth in (a) above shall in no way be construed (A) to apply if any described prohibition is unenforceable under applicable laws, including Section 9-406, 9-407 or 9-408

IP Security Agreement (Filevine, Inc.)

of the UCC, (B) to apply after the cessation of any such prohibition, and upon the cessation of such prohibition, such license shall automatically become part of the Collateral, (C) so as to limit, impair or otherwise affect Collateral Agent's continuing Lien upon any of Your rights or interests in or to monies due or to become due under any described license, or (D) to limit, impair or otherwise affect Collateral Agent's continuing Lien upon any of Your rights or interest in and to any proceeds from the sale, license, lease or other disposition of any such lease, license or other agreement.

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.

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## **2. LOAN AGREEMENT**

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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.

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## **3. OUR RIGHT TO SUE**

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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.

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## **4. FURTHER ASSURANCES**

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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.

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## **5. MODIFICATION**

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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, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include 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. 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.

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## **6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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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.

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**7. GOVERNING LAW; COUNTERPARTS**

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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.

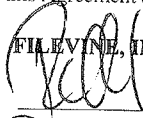
*(Signature Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You:

FILEVINE, INC.

Signature:



Print Name:

Ryan Arloson

Title:

CFO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between FILEVINE, 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
1. USPTO Application No. 14/923,056 a. Title: TEXT MESSAGE INTEGRATION WITH A COMPUTER IMPLEMENTED COLLABORATION PLATFORM	Nov. 13, 2018	10,129,200
2. USPTO Application No. 16/182,416 a. Title: Text Message Integration With a Computer Implemented Collaboration Platform	Mar 31, 2020	10,608,979
3. USPTO Application No. 16/821,461 a. Title: Text Message Integration with a Computer-Implemented Collaboration Platform	Jan 5, 2021	10,887,274
4. USPTO Serial No. 15/432,530 a. Title: SYSTEMS FOR IDENTITY VALIDATION AND ASSOCIATION	Nov. 13, 2018	10,127,368
5. USPTO Serial No. 16/183,505 a. Title: Systems	Oct. 1, 2019	10,430,574

For Identity Validity and Association		
6. USPTO Serial No. 16/567,920 a. Title: Systems for Identity Validity and Association	Jan 5, 2021	10,885,172

**PATENT APPLICATIONS**

Name	Status & Date Filed	Application Number
1. USPTO Application No. 17/125,068 Title: Text Message Integration with a Computer- Implemented Collaboration Platform	Status: Published Apr. 8, 2021  Application Date: Dec. 17, 2020	17,125,068
2. USPTO Application No. 17/124,334 a. Title: Systems for Identity Validity and Association  3.	Status: Published Apr. 8, 2021  Application Date: Dec. 16, 2020	Application No. 17,124,334



**SCHEDULE B**

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

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

[None]

**TRADEMARK APPLICATIONS**

Name	Date Filed	Serial Number	Status
a. Type of Mark: Design (Logo) b. Workman Nydeggar Docket No. 20399.8	Feb. 2, 2021	90/505,103	Pending
a. Type of Mark: Work (Filevine) a. Workman Nydeggar Docket No. 20399.7	Feb. 2, 2021	90/504,118	Pending

**SCHEDULE C**

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

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

[None]

**COPYRIGHT REGISTRATIONS**

[None]

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

[None]