

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437448

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 5387/0206

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		07/31/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	XACTLY CORPORATION
Street Address:	300 Park Ave #1700
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95110
Entity Type:	Corporation: DELAWARE
Name:	CENTIVE, INC.
Street Address:	c/o Xactly Corporation
Internal Address:	300 Park Ave #1700
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95110
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3338095	INSPIRE PERFORMANCE
Registration Number:	3300894	CENTIVE
Registration Number:	3305531	
Registration Number:	3134080	COMPEL
Registration Number:	3336124	XACTLY
Registration Number:	4439394	COMP CLOUD
Registration Number:	4461541	HIT QUOTA
Registration Number:	4436609	INCENT RIGHT
Registration Number:	4619920	XACTLY
Registration Number:	4616879	INSPIRE PERFORMANCE
Registration Number:	4613953	X
Serial Number:	86375288	XACTLY INSIGHTS

CH \$315.00 3338095

CORRESPONDENCE DATA**Fax Number:** 2124464900*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.***Email:** susan.zablocki@kirkland.com**Correspondent Name:** Susan Zablocki**Address Line 1:** Kirkland & Ellis LLP**Address Line 2:** 601 Lexington Avenue**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 38123-332**NAME OF SUBMITTER:** Susan Zablocki**SIGNATURE:** /susan zablocki/**DATE SIGNED:** 08/01/2017**Total Attachments: 7**

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Intellectual Property Security Agreement (this "Termination"), dated as of July 31, 2017, is executed by SILICON VALLEY BANK ("Bank"), in favor of XACTLY CORPORATION, a Delaware corporation and CENTIVE, INC., a Delaware corporation (collectively, "Debtor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of October 24, 2014 (as amended, the "Security Agreement"), by and between Debtor and Bank, Debtor granted to Bank a security interest in the Intellectual Property Collateral (defined below).

B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 24, 2014, at Reel/Frame 5387/0206, to evidence the security interest granted under the Security Agreement.

C. Bank agrees to execute this Termination in order to evidence the termination and release of its security interest in the Intellectual Property Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank hereby agrees as follows:

(a) Bank expressly terminates the Security Agreement and terminates, releases, discharges, reassigns, and conveys any and all of Bank's security interest in, lien on, and any other right, title and interest in, to and under the Debtor's intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(i) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(ii) Any and all trade secrets, and any and all intellectual property rights in computer software and computer products now or hereafter existing, created, acquired or held;

(iii) Any and all design rights that may be available to Debtor now or hereafter existing, created, acquired or held;

(iv) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(v) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the

business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(vi) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(vii) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(viii) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(ix) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(x) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

(b) Bank represents and warrants that it has the full power and authority to execute this Termination.

(c) Bank authorizes and requests the patent and trademark divisions of the United States Patent and Trademark Office, and the United States Copyright Office, to record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Bank has executed and delivered this Termination as of the day and year first above written.

SILICON VALLEY BANK


By: 
Name: Ashlee Vajj
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

EXHIBIT B

Patents

(Xactly Corporation)

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Consistent Updating of Data Storage Units Using Tenant Specific Update Policies	14/177,121	02/10/2014
Partitioning Data Stores Using Tenant Specific Partitioning Strategies	61/969,081	03/21/2014

EXHIBIT C

Trademarks

(Xactly Corporation)

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INSPIRE PERFORMANCE	3,338,095	11/20/2007
XACTLY	3,336,124	11/13/2007
COMP CLOUD	4,439,394	11/26/2013
HIT QUOTA	4,461,541	01/07/2014
INCENT RIGHT	4,436,609	11/19/2013
XACTLY	86,120,699	11/15/2013
INSPIRE PERFORMANCE	4,616,879	10/07/2014
X and Design	4,613,953	09/30/2014
XACTLY INSIGHTS	86,375,288	08/22/2014

(Centive, Inc.)

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CENTIVE	3,300,894	10/02/2007
Target with Carrot Design	3,305,531	10/09/2007
COMPEL	3,134,080	08/22/2006

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		