

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORIX Venture Finance LLC		02/28/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Aprimo, Incorporated		
Street Address:	900 E. 96th Street		
Internal Address:	Suite 400		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2666470	APRIMO	
Registration Number:	2657997	MANAGING THE BUSINESS OF MARKETING	
Registration Number:	2698048	ACTIVITY RESOURCE CENTER	
Registration Number:	2595042	APRIMO	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.570.1292		
Email:	mrovner@goodwinprocter.com		
Correspondent Name:	Miriam J. Rovner		
Address Line 1:	Exchange Place, 53 State Street		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	120260-204085		

OP \$115.00 2666470

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TRADEMARK
REEL: 004446 FRAME: 0801

NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	01/05/2011
Total Attachments: 16 source=ORIX - APRIMO Termination Agreement#page1.tif source=ORIX - APRIMO Termination Agreement#page2.tif source=ORIX - APRIMO Termination Agreement#page3.tif source=ORIX - APRIMO Termination Agreement#page4.tif source=ORIX - APRIMO Termination Agreement#page5.tif source=ORIX - APRIMO Termination Agreement#page6.tif source=ORIX - APRIMO Termination Agreement#page7.tif source=ORIX - APRIMO Termination Agreement#page8.tif source=ORIX - APRIMO Termination Agreement#page9.tif source=ORIX - APRIMO Termination Agreement#page10.tif source=ORIX - APRIMO Termination Agreement#page11.tif source=ORIX - APRIMO Termination Agreement#page12.tif source=ORIX - APRIMO Termination Agreement#page13.tif source=ORIX - APRIMO Termination Agreement#page14.tif source=ORIX - APRIMO Termination Agreement#page15.tif source=ORIX - APRIMO Termination Agreement#page16.tif	

TERMINATION AGREEMENT

This TERMINATION AGREEMENT, dated as of February 28, 2006 (the "Agreement"), is entered into by and between Aprimo, Incorporated, a Delaware corporation (the "Corporation"), and ORIX Venture Finance LLC, a Delaware limited liability company ("ORIX").

WHEREAS, the parties hereto entered into that certain Loan and Security Agreement dated as of June 13, 2005 (the "Loan and Security Agreement") pursuant to which ORIX extended to the Corporation a loan in the aggregate principal amount of \$10,500,000 (the "Loan");

WHEREAS, the Corporation and ORIX entered into that certain Intellectual Property Security Agreement dated as of June 13, 2005 ("IP Security Agreement") in connection with the Loan;

WHEREAS, the Corporation, ORIX and Silicon Valley Bank ("SVB") entered into that certain Deposit Account Control Agreement dated as of June 13, 2005 (the "Control Agreement," together with the Loan and Security Agreement and the IP Security Agreement, the "Financing Agreements");

WHEREAS, as of December 22, 2005, the Corporation has paid and performed in full all of the Obligations (as defined in the Loan and Security Agreement) pursuant to Section 5.2 of the Loan and Security Agreement; and

WHEREAS, the Corporation and ORIX desire to terminate the Financing Agreements and file applicable UCC termination statements to terminate ORIX's security interest in the Collateral (as defined in the Loan and Security Agreement), as set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. ORIX hereby acknowledges and agrees that the Corporation has paid and performed in full all of the Obligations, and that the Secured Promissory Note issued by the Corporation to ORIX on June 13, 2005 has been terminated in its entirety and has no further force and effect.
2. In accordance with Section 8.8 of the Loan and Security Agreement, the Corporation and ORIX, as of the date hereof, hereby agree that the Loan and Security Agreement be amended such that the Loan and Security Agreement shall terminate immediately upon the execution of this Agreement.
3. In accordance with Section 4 of the IP Security Agreement, the Corporation and ORIX, as of the date hereof, hereby agree that the IP Security Agreement be amended such that the IP Security Agreement shall terminate immediately upon the execution of this Agreement.

4. In accordance with Section 21 of the Control Agreement, the Corporation and ORIX, as of the date hereof, hereby agree that the Control Agreement be amended to terminate immediately upon the execution of this Agreement

5. The Corporation, as of the date hereof, is hereby authorized by Orix to notify SVB of the termination of the Control Agreement pursuant to Section 21 of the Control Agreement.

6. The undersigned parties hereby acknowledge and agree that each shall take such actions, including executing all documents, necessary to give effect to the provisions of this Agreement.

7. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of laws.

8. 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 one and the same instrument.

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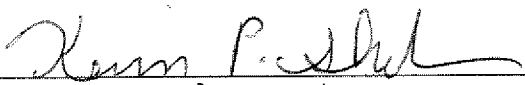


IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

APRIMO, INCORPORATED

By: 
John J. Ludwig
Vice President and Chief Financial Officer

ORIX VENTURE FINANCE LLC

By: 
Name: Kevin P. Sheehan
Title: President + CEO

SECURED PROMISSORY NOTE

\$10,500,000.00

Palo Alto, California

June 13, 2005

FOR VALUE RECEIVED, **Aprimo, Incorporated** ("Maker") promises to pay to the order of **ORIX Venture Finance LLC**, a Delaware limited liability company ("ORIX"), at 1177 Avenue of the Americas, 10th Floor, New York, NY 10036, or at such other address as the holder of this Note shall direct, the principal sum of **Ten Million Five Hundred Thousand and no/100 Dollars (\$10,500,000.00)**.

The principal of this Note shall be paid as follows: 36 equal monthly payments of \$291,666.67 each, commencing July 13, 2006 and continuing on the first day of each succeeding month until June 13, 2009 (the "Maturity Date"), on which date the entire unpaid principal balance of this Note, plus all accrued and unpaid interest and all other Obligations, shall be due and payable.

This Note is executed and delivered pursuant to that certain Loan and Security Agreement between Maker and ORIX of even date (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"). (Capitalized terms used herein, which are not defined, shall have the meanings set forth in the Loan Agreement.) This Note is subject to, and entitled to all provisions and benefits of, the Loan Agreement, including without limitation acceleration of the maturity of this Note as provided in the Loan Agreement. This Note is secured by the Loan Agreement and all other present and future security agreements between Maker and ORIX. Nothing herein shall be deemed to limit any of the terms or provisions of the Loan Agreement or any other present or future document, instrument or agreement, between Maker and ORIX, and all of ORIX's rights and remedies hereunder and thereunder are cumulative. Prepayment of the principal of this Note is subject to the provisions of the Loan Agreement.

This Note shall bear interest each month on the unpaid principal balance hereof from time to time outstanding at an interest rate equal to the highest Prime Rate in effect during such month, plus 4% per annum, provided that the interest rate in effect in each month shall not be less than 10% per annum. Interest shall be calculated on the basis of a 360-day year for the actual number of days elapsed. "Prime Rate" has the meaning set forth in Section 7 of the Loan Agreement. The interest rate applicable to this Note shall increase as provided in Section 6.2 of the Loan Agreement following an Event of Default.

Accrued interest on this Note shall be payable monthly, within five days after the end of each month. Any accrued interest not paid when due shall bear interest at the same rate as the principal hereunder.

Principal of and interest on this Note shall be payable in lawful money of the United States of America by wire transfer to such account as ORIX shall designate to the Maker from time to time. If a payment hereunder becomes due and payable on a day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day, and interest shall be payable thereon during such extension.

ORIX and Maker intend to contract in strict compliance with applicable usury law from time to time in effect. In furtherance thereof such Persons stipulate and agree that none of the

terms and provisions contained in the Loan Agreement shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be charged by applicable law from time to time in effect. Neither the Maker nor any present or future guarantors, endorsers, or other Persons hereafter becoming liable for payment of any Obligation shall ever be liable for unearned interest thereon or shall ever be required to pay interest thereon in excess of the maximum amount that may be lawfully charged under applicable law from time to time in effect, and the provisions of this paragraph shall control over all other provisions of the Loan Agreement which may be in conflict herewith. ORIX expressly disavows any intention to charge or collect excessive unearned interest or finance charges in the event the maturity of any Obligation is accelerated. If (a) the maturity of any Obligation is accelerated for any reason, (b) any Obligation is prepaid and as a result any amounts held to constitute interest are determined to be in excess of the legal maximum, or (c) ORIX or any other holder of any or all of the Obligations shall otherwise collect amounts which are determined to constitute interest which would otherwise increase the interest on any or all of the Obligations to an amount in excess of that permitted to be charged by applicable law then in effect, then all sums determined to constitute interest in excess of such legal limit shall, without penalty, be promptly applied to reduce the then outstanding principal of the related Obligations or, at ORIX's or such holder's option, promptly returned to the Maker upon such determination. In determining whether or not the interest paid or payable, under any specific circumstance, exceeds the maximum amount permitted under applicable law, ORIX and the Maker (and any other payors thereof) shall to the greatest extent permitted under applicable law, (i) characterize any non-principal payment as an expense, fee or premium rather than as interest, (ii) exclude voluntary prepayments and the effects thereof, and (iii) amortize, prorate, allocate, and spread the total amount of interest through the entire contemplated term of this Note in accordance with the amount outstanding from time to time thereunder and the maximum legal rate of interest from time to time in effect under applicable law in order to lawfully charge the maximum amount of interest permitted under applicable law.

In the event any payment of principal or interest on this Note is not paid in full within five Business Days after the date due, or if any other Event of Default (as defined in the Loan Agreement) occurs, ORIX may, at its option, at any time thereafter, without limiting its other rights and remedies, declare the entire unpaid principal balance of this Note plus all accrued interest to be immediately due and payable, without notice or demand. Without limiting the foregoing, if any payment of accrued interest for any month is not made by the fifth day of the following month, or if any payment of principal or any other payment hereunder is not made within five Business Days after the date due, Maker shall pay ORIX a late payment fee equal to 5% of the amount of such late payment. In addition, if the entire balance of the Loan is not paid within five (5) Business Days after the Maturity Date set forth on the Schedule to the Loan Agreement, Borrower shall pay ORIX an additional late payment fee in an amount equal to 1% of the original principal amount of the Loan. The acceptance of any installment of principal or interest by ORIX after the time when it becomes due, as herein specified, shall not be held to establish a custom, or to waive any rights of ORIX to enforce payment when due of any further installments or any other rights, nor shall any failure or delay to exercise any rights be held to waive the same.

All payments hereunder are to be applied first to reasonable costs and fees referred to herein, second to the payment of accrued interest and the remaining balance to the payment of

principal. Any principal prepayment hereunder shall be applied against principal payments in the inverse order of maturity. ORIX shall have the continuing and exclusive right to apply or reverse and reapply any and all payments hereunder.

Maker agrees to pay all reasonable costs and expenses (including without limitation reasonable attorney's fees) incurred by ORIX in connection with or related to this Note, or its enforcement, whether or not suit be brought. Maker hereby waives presentment, demand for payment, notice of dishonor, notice of nonpayment, protest, notice of protest, and any and all other notices and demands in connection with the delivery, acceptance, performance, default, or enforcement of this Note, and Maker hereby waives the benefits of any statute of limitations with respect to any action to enforce, or otherwise related to, this Note. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect any other provision of this Note and the remaining provisions of this Note shall remain in full force and effect. No waiver or modification of any of the terms or provisions of this Note shall be valid or binding unless set forth in a writing signed by a duly authorized officer of ORIX, and then only to the extent therein specifically set forth. If more than one person executes this Note, their obligations hereunder shall be joint and several. This Note and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Maker shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California. Maker (i) agrees that all actions and proceedings relating directly or indirectly to this Note shall, at ORIX's option, be litigated in courts located within California, and that the exclusive venue therefor shall be Santa Clara County; (ii) consents to the jurisdiction and venue of any such court and consents to service of process in any such action or proceeding by personal delivery or any other method permitted by law; and (iii) waives any and all rights Maker may have to object to the jurisdiction of any such court, or to transfer or change the venue of any such action or proceeding.

ORIX (BY ITS ACCEPTANCE OF THIS NOTE) AND MAKER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (i) THIS NOTE; OR (ii) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN ORIX AND MAKER; OR (iii) ANY CONDUCT, ACTS OR OMISSIONS OF ORIX OR MAKER OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH ORIX OR MAKER; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

Aprimo, Incorporated,
a Delaware corporation

By W. Godfrey
Title CEO

Form: -3

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **June 13, 2005** by and between **ORIX Venture Finance LLC** ("ORIX") and **Aprimo, Incorporated**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement dated as of June 13, 2005 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

A. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing (collectively, the "Intellectual Property Collateral").

Anything herein to the contrary notwithstanding, the grants of security interests pursuant hereto shall not extend to, and the term "Intellectual Property Collateral" shall not include, any non-monetary license rights of Grantor (as a licensee or sub-licensee rather than as a licensor or sub-licensor) to the extent that (but only to the extent that) (x) such license rights are not assignable or capable of being encumbered as a matter of law or under the terms of the license or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law (including without limitation, to the extent applicable, Sections 9406, 9407, and 9408 of the Uniform Commercial Code, as in effect in California from time to time)), without the consent of the licensor thereof or other applicable party thereto, and (y) such consent has not been obtained, and (z) such license rights are not encumbered by security interests securing obligations under the SVB Loan Documents; provided, however, that the grants of security interests pursuant hereto and thereto shall extend to, and the term "Intellectual Property Collateral" shall include, (A) any and all proceeds of any such license rights that are otherwise excluded to the extent that the assignment or encumbrance of such proceeds is not so

restricted, and (B) upon obtaining the consent of any such licensor or other applicable party's consent with respect to any such otherwise excluded license rights, such license rights as well as any and all proceeds thereof that might have theretofore have been excluded from such grant of security interests and the term "Intellectual Property Collateral". Except as disclosed in Schedule D hereto, Grantor is not a party to, nor is Grantor bound by, any material license agreement (under which Grantor is the licensee or sub-licensee) that prohibits or otherwise restricts Grantor from granting a security interest in Grantor's interest in such material license agreement or any other property. Without prior notice to ORIX, Grantor shall not enter into, or become bound by, any such material license agreement. Grantor shall take such reasonable steps as ORIX reasonably requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for any such material license agreement to be deemed "Intellectual Property Collateral" and for ORIX to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such license agreement, whether now existing or entered into in the future; provided, however, that Grantor shall be permitted to enter into, or become bound by such license agreement notwithstanding the failure to obtain such consent or waiver if ORIX has received the notice referenced in the immediately preceding sentence and Grantor has taken such reasonable steps.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations currently owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications currently owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship currently owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing ORIX with at least 15 days prior written notice thereof, (ii) providing ORIX with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as ORIX may reasonably request from time to time to perfect or continue the perfection of ORIX's interest in the Intellectual Property Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to ORIX identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of ORIX.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[remainder of page intentionally left blank; signature page immediately follows]

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Aprimo, Incorporated

510 East 96th Street, Suite 300
Indianapolis, Indiana 46240

By W. Hooper
Title CEO

Address of ORIX:

ORIX Venture Finance LLC

151 Lytton Avenue
Palo Alto, CA 94301

By _____
Kevin P. Sheehan,
President and CEO

Form: Version-1

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Aprimo, Incorporated

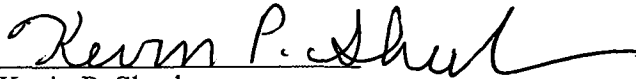
510 East 96th Street, Suite 300
Indianapolis, Indiana 46240

By _____
Title _____

Address of ORIX:

ORIX Venture Finance LLC

151 Lytton Avenue
Palo Alto, CA 94301

By 
Kevin P. Sheehan,
President and CEO

Form: Version-1

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
APRIMO	2666470	December 24, 2002
MANAGING THE BUSINESS OF MARKETING	2657997	December 10, 2002
ACTIVITY RESOURCE CENTER	2698048	March 18, 2003
APRIMO	2595042	July 16, 2002

Without limiting the generality of the foregoing, any and all trademarks and servicemarks, whether registered or not, and all applications to register and registrations of the same and like protections, identified in one or more security agreements between Grantor and Silicon Valley Bank, including that certain security agreement dated as of September 30, 2004 (whether on file with the United States Patent and Trademark Office, or otherwise), are incorporated herein by this reference as though fully set forth herein.

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Issue Date</u>
System and method for generating a target database from one or more source databases	6,389,429	May 14, 2002

Without limiting the generality of the foregoing, any and all patents and patent applications and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, identified in one or more security agreements between Grantor and Silicon Valley Bank, including that certain security agreement dated as of September 30, 2004 (whether on file with the United States Patent and Trademark Office, or otherwise), are incorporated herein by this reference as though fully set forth herein.

SCHEDULE C

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
APRIMO MARKETING VERSION 5.0	TXu-1-062-757	23 Aug 2002

Without limiting the generality of the foregoing, any and all copyrights, maskworks, software, computer programs and other works of authorship identified in one or more security agreements between Grantor and Silicon Valley Bank, including that certain security agreement dated as of September 30, 2004 and recorded with the United States Copyright Office on October 13, 2004 at V3516 D004 P1-12, are incorporated herein by this reference as though fully set forth herein.

Grantor represents and warrants that the Aprimo websites, and all versions of Aprimo Marketing subsequent to version 5.0, are not registered with (and not the subject of any pending application for registration with) the United States Copyright Office, and may not become so registered (or the subject of any such application for registration) in violation of the terms and conditions of the Loan Agreement.

SCHEDULE D

List of all material license agreements (under which Grantor is the licensee or sub-licensee) that prohibit or otherwise restrict Grantor from granting a security interest in Grantor's interest in such material license agreement or any other property:

NONE.