

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CENTIVE, INC.		05/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WF FUND IV LIMITED PARTNERSHIP		
Street Address:	333 Bay Street		
Internal Address:	Suite 1620		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3338095	INSPIRE PERFORMANCE	
Registration Number:	3300894	CENTIVE	
Registration Number:	3342693	CENTIVE	
Registration Number:	3305531		
Registration Number:	3134080	COMPEL	
Registration Number:	3252311	FROM PROSPECT TO PAYCHECK	
Registration Number:	2541034	OCKHAM TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		

CH \$190.00 3338095

Address Line 1: c/o Cooley LLP  
Address Line 2: 4401 Eastgate Mall  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 313569-111 XACTLY

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Erin O'Brien

Signature: /Erin O'Brien/

Date: 06/03/2013

**Total Attachments: 6**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 31, 2013 by CENTIVE, INC., a Delaware corporation ("Grantor") and WF Fund IV Limited Partnership ("Lender").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Xactly Corporation ("Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). In connection with the Loan Agreement, Grantor has entered or will enter into that certain Unconditional Guaranty dated as of even date in favor of Lender (the "Guaranty"). Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Intellectual Property to secure the obligations of Borrower under the Loan Agreement.

**NOW, THEREFORE**, Grantor agrees as follows:

### AGREEMENT

To secure Borrower's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender in connection with the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Financing Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Financing 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants as of the date hereof and as of any date that updates to Exhibits A, B and C are made in accordance with the Loan Agreement that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Lender agrees to release its security interest in the Intellectual Property upon payment in full of all outstanding obligations owed Lender under the Loan Agreement.

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Address of Borrower:

225 West Santa Clara Street  
San Jose, CA 95113

**CENTIVE, INC.**

By: 

Name: Christopher W. Cabrera

Title: President

Address of Lender:

Bay Adelaide Centre  
333 Bay Street, Suite 1620  
Toronto, Ontario M5H 2R2

**WF FUND IV LIMITED PARTNERSHIP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address of Borrower:

225 West Santa Clara Street  
San Jose, CA 95113

CENTIVE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Lender:

Bay Adelaide Centre  
333 Bay Street, Suite 1620  
Toronto, Ontario M5H 2R2

WF FUND IV LIMITED PARTNERSHIP

By: [Signature]

Name: Mark [Signature]

Title: Partner

**EXHIBIT A**

**Copyrights**

None.



**EXHIBIT B**

**Patents**

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
Inspire Performance	3338095 / 77048956	11/21/2006
Centive	3300894 / 77048963	11/21/2006
 <b>Centive</b> Centive (with design)	3342693 / 77049057	11/21/2006
 (Bullseye design)	3305531 / 77049077	11/21/2006
Compel	3134080 / 78487115	9/21/2004
From Prospect to Paycheck	3252311 / 78526494	12/3/2004
Ockham Technologies	2541034 / 75703047	