

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sage Software, Inc.		03/20/2013	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Summit 5, LLC		
Also Known As:	Swiftpage		
Street Address:	8800 N. Gainey Center Drive		
Internal Address:	Suite 200		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1548079	ACT!	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	480-304-4457		
Email:	brooke.holland@swiftpage.com		
Correspondent Name:	Swiftpage, Attn: Brooke Holland		
Address Line 1:	8800 N. Gainey Center Drive		
Address Line 2:	Suite 200		
Address Line 4:	Scottsdale, ARIZONA 85258		
NAME OF SUBMITTER:	Brooke Holland		
Signature:	/Brooke Holland/		

Date:

07/10/2013

**Total Attachments: 13**

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TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of March 20, 2013 ("Effective Date") by and between **Sage Software, Inc.**, a Virginia corporation, with a principal office at 6561 Irvine Center Drive, Irvine, CA 92618 (individually and as successor in interest to Symantec Corporation and Interact Commerce Corporation) ("US Assignor"), Sage SP, SL, a company registered in the Commercial Register of Madrid, Spain ("Spain Assignor"), and **Summit 5, LLC**, a Colorado limited liability company, with a principal office at 383 Inverness Parkway, Suite 340, Englewood, CO 80112 ("Assignee"). US Assignor and Spain Assignor are collectively referred to herein as "Assignors."

**WHEREAS**, US Assignor and Swiftpage, Inc., a Delaware corporation and parent company of Assignee, are parties to that certain CRM Asset Purchase Agreement, dated February 15, 2013 (the "CRM Purchase Agreement"); and

**WHEREAS**, pursuant to the CRM Purchase Agreement, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, all of Assignors' right, title and interest in the trademark registrations, applications for trademark registration, and registered Internet domain names set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee the entire right, title and interest of such Assignor in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties, damages or payments accrued, due or payable as of the Effective Date or thereafter, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made, including, without limitation, all causes of action (whether in law or equity) and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Each Assignor hereby requests the Commissioner of Patents and Trademarks of the United States (or any corresponding foreign entity or agency) to record Assignee as the assignee and owner of the Marks.

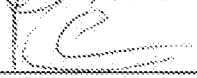
This Assignment is made, executed and delivered in accordance with and is subject to the representations, warranties, covenants and indemnities, including all limitations thereon, set forth in the Purchase Agreement, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

Each Assignor shall use its commercially reasonable efforts to provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee, to more fully and effectively effectuate the purposes of this Assignment at Assignee's cost.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the Effective Date.

SAGE SOFTWARE, INC.

By: 

Name: Pascal Houillon

Title: President

SUMMIT 5, LLC

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

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

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

SAGE SP, SL

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

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

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

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the Effective Date.

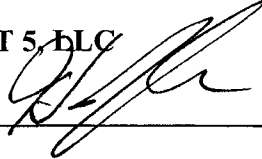
**SAGE SOFTWARE, INC.**

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

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

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

**SUMMIT 5, LLC**

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

Name: H. John Oechsle

Title: Chief Executive Officer

**SAGE SP, SL**

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

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

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

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNORS:**

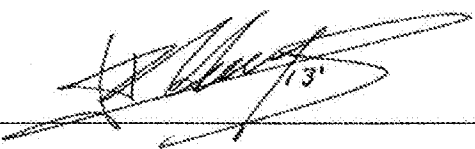
**Sage Software, Inc.**

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

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

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

**Sage SP, SL**

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


Name: JUAN PABLO HERRERA AGUDO

Title: DIRECTOR

**ASSIGNEE:**

**Summit 5, LLC**

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

H. John Oechsle, CEO

**SCHEDULE A**  
**TRADEMARK REGISTRATIONS**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Classes</b>	<b>Status</b>
Sage Software Inc.	<b>ACT!</b>	Argentina	2329128	1956990	28-Oct-03	9	Registered
Sage Software Inc.	<b>ACT!</b>	Australia	566534	566534	4-Nov-91	9	Registered
Sage Software, Inc.	<b>ACT!</b>	Austria	AM 2274/2001	196.662	5-Jun-01	9,16	Registered
Symantec Corporation	<b>ACT!</b>	Benelux	792636	530836	1-Dec-93	9,16	Registered
Sage Software Inc.	<b>ACT!</b>	Bolivia	823923916			9	Pending
Sage Software SB, Inc.	<b>ACT!</b>	Brazil	823923916			9	Pending
Sage Software Inc.	<b>ACT!</b>	Canada	727,664	TMA449,0 01	20-Oct-95	0	Registered
Sage Software Inc.	<b>ACT!</b>	Chile	525.077	640.376	28-Aug-02	9	Registered
Sage Software Inc.	<b>ACT!</b>	China	200103927 2	1765830	14-May-02	16	Registered
Sage Software SB, Inc.	<b>ACT!</b>	Colombia	01-030585	247500	12-Dec-01	9	Registered
Sage Software Inc.	<b>ACT!</b>	CTM	4113973	4113973	18-Dec-07	9,16,37, 38,41,4	Registered

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**TRADEMARK**  
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Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
						2	
Sage Software Inc.	<b>ACT!</b>	Denmark	VA02.2781 993	8062/93	19-Nov-93	9,16	Registered
Sage Software Inc.	<b>ACT!</b>	Ecuador	114440	17421	10-Apr-02	9	Registered
Sage Software, Inc.	<b>ACT!</b>	France	288,243	1,667,869	29-May-91	9,16	Registered
Sage Software Inc.	<b>ACT!</b>	Germany	2073813	2073813	28-May-91	9,16	Registered
Sage Software Inc.	<b>ACT!</b>	Hong Kong	2001/4349	200300958	16-Mar-01	9	Registered
Sage Software Inc.	<b>ACT!</b>	India	997486	997486	19-Mar-01	9	Registered
Sage Software Inc.	<b>ACT!</b>	Ireland	Z1230102	823894	21-Nov-03	9	Registered
Sage Software Inc.	<b>ACT!</b>	Israel	147939	147939	2-Oct-02	9	Registered
Sage Software Inc.	<b>ACT!</b>	Italy	TO93C004 97	10752003	30-Nov-95	9,16	Registered
Sage Software Inc.	<b>ACT!</b>	Japan	24653/200 1	4890385	26-Aug-05	9	Registered
Sage Software, Inc.	<b>ACT!</b>	Malaysia	2001- 04511	1004511	20-Jan-04	16	Registered
Sage Software, Inc.	<b>ACT!</b>	Malaysia	2001- 04512	1004512	10-Apr-01	9	Registered

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
Symantec Corporation	<b>ACT!</b>	Mexico	162,178	566250	14-Nov-97	9	Registered
Sage Software Inc.	<b>ACT!</b>	New Zealand	634540	634540	21-Mar-01	9	Registered
Symantec Corporation	<b>ACT!</b>	Norway	2001.04754	222067	27-Nov-03	9	Registered
Sage Software Inc.	<b>ACT!</b>	Peru	130715	76805	30-Nov-01	9	Registered
Sage Software Inc.	<b>ACT!</b>	Poland	Z-236804	NR 173824	30-May-06	9	Registered
Sage Software Inc.	<b>ACT!</b>	Republic of Korea (South)	40-2003-35001	591662	31-Aug-04	9	Registered
Sage Software Inc.	<b>ACT!</b>	Singapore	T01/03691 G	T01/03691 G	16-Jun-01	9	Registered
Sage Software Inc.	<b>ACT!</b>	Singapore	T01/03692 E	T01/03692 E	4-Oct-03	16	Registered
Sage Software Inc.	<b>ACT!</b>	South Africa	2001/1001 0		11-Jun-01	9	Registered
Sage Software Inc.	<b>ACT!</b>	Spain	M 1744685	M 1744685	5-Oct-95	9	Registered
Sage Software Inc.	<b>ACT!</b>	Spain	M 1744686	M 1744686	5-Oct-95	16	Registered
Sage Software Inc.	<b>ACT!</b>	Switzerland	963/1993.0	404394	4-Feb-93	9,16	Registered
Sage Software	<b>ACT!</b>	Taiwan	90009878	1100971	16-May-04	9	Registered

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
Inc.							
Sage Software Inc.	<b>ACT!</b>	Taiwan	90009879	999110	15-May-02	16	Registered
Sage Software Inc.	<b>ACT!</b>	United Kingdom	2264405	2264405	16-Mar-01	9	Registered
Sage Software Inc.	<b>ACT!</b>	United States of America	73/763,451	1,548,079	18-Jul-89	9	Registered
Sage Software Inc.	<b>ACT!</b>	Uruguay	331927	331927	27-Sep-02	9	Registered
Sage Software Inc.	<b>ACT!</b>	Venezuela	6560/2001	P238875	28-Jun-02	9	Registered
Sage Software Inc.	<b>ACT!</b>	WIPO	823894	823894	21-Nov-03	9	Registered
Sage Software Inc.	<b>ACT! EXPRES S (with Japanese character s)</b>	Japan	081850/20 02	4682920	20-Jun-03	9	Registered
Sage Software Inc.	<b>ACT!</b>	Uruguay	331927	331927	27-Sep-02	9	Registered
Sage Software Inc.	<b>ACT!</b>	Venezuela	6560/2001	P238875	28-Jun-02	9	Registered
Sage Software Inc.	<b>ACT!</b>	WIPO	823894	823894	21-Nov-03	9	Registered

1064154.03-NYCSR01A - MSW

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
Sage Software Inc.	<b>ACT! EXPRES S (with Japanese characters)</b>	Japan	081850/2002	4682920	20-Jun-03	9	Registered
Sage Software Inc.	<b>ACTI</b>	Austria	733528	733528	25-Apr-00	9,16,35,41,42	Registered
Sage Software Inc.	<b>ACTI</b>	Benelux	733528	733528	25-Apr-00	9,16,35,41,42	Registered
Sage Software Inc.	<b>ACTI</b>	Czech Republic	733528	733528	25-Apr-00	9,16,35,41,42	Registered
Sage Software Inc.	<b>ACTI</b>	Denmark	733528	733528	25-Apr-00	9,16,35,41,42	Registered
Sage Software Inc.	<b>ACTI</b>	Estonia	733528	733528	25-Apr-00	16,35,41	Registered
Sage Software Inc.	<b>ACTI</b>	Finland	733528	733528	25-Apr-00		Registered
Sage Software Inc.	<b>ACTI</b>	France	733528	733528	25-Apr-00		Registered
Sage Software Inc.	<b>ACTI</b>	Germany	733528	733528	25-Apr-00		Registered
Sage Software Inc.	<b>ACTI</b>	Hungary	733528	733528	25-Apr-00	35,41	Registered
Sage Software Inc.	<b>ACTI</b>	Italy	733528	733528	25-Apr-00		Registered

1064154.03-NYCSR01A - MSW

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
Sage Software Inc.	ACTI	Latvia	733528	733528	25-Apr-00		Registered
Sage Software Inc.	ACTI	Liechtenstein	733528	733528	25-Apr-00		Registered
Sage Software Inc.	ACTI	Lithuania	733528	733528	25-Apr-00	9,16,35,41,42	Registered
Sage Software Inc.	ACTI	Norway	733528	733528	25-Apr-00	9,35,42	Registered
Sage Software Inc.	ACTI	Poland	733528	733528	25-Apr-00	9,16,35,41,42	Registered
Sage Software Inc.	ACTI	Portugal	733528	733528	25-Apr-00	16,41,42	Registered
Sage Software Inc.	ACTI	Romania	733528	733528	25-Apr-00		Registered
Sage Software Inc.	ACTI	Russian Federation	733528	733528	25-Apr-00	9,16,35,41	Registered
Sage Software Inc.	ACTI	Switzerland	733528	733528	25-Apr-00		Registered
Sage Software Inc.	ACTI	Turkey	733528	733528	25-Apr-00		Registered
Sage Software Inc.	ACTI	United Kingdom	733528	733528	25-Apr-00	35	Registered
Sage Software	ACTI	WIPO	733528	733528	25-Apr-00	9,16,35,	Registered

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
Inc.						41,42	
SP Group Sage, S.A.	SP ACT! Elite	Spain	M 2643691	M2643691	16-Sep-05	9, 42	Registered
Sage Software, Inc.	act now!	Germany	305636510	30563651	20-Apr-06	9, 16, 42	Registered

### INTERNET DOMAIN NAMES

Domain Name	Paid Through Date	Status	Renewal Status	TLD
act.com	2014-11-03	registered locked	Auto Renewal	.com
act.net	2013-12-02	registered locked	Auto Renewal	.net
act2005premium.com		closed	Do Not Renew	.com
actandoutlook.com	2013-01-20	registered locked	Auto Renewal	.com
actanywhere.com	2013-10-05	registered locked	Auto Renewal	.com
actcontactmanager.com	2013-12-17	registered locked	Auto Renewal	.com
actcrm.com	2013-10-22	registered locked	Auto Renewal	.com
actcustomermanager.com	2014-04-27	registered locked	Auto Renewal	.com
actdevelopernetwork.com	2014-05-08	registered locked	Auto Renewal	.com
actdevnet.com	2014-05-08	registered locked	Auto Renewal	.com
actforpalm.com	2014-04-27	registered locked	Auto Renewal	.com
actmobilelive.com	2014-06-27	registered locked	Auto Renewal	.com
actpremiumforweb.com	2014-03-14	registered locked	Auto Renewal	.com
actsoftware.com	2013-12-17	registered locked	Auto Renewal	.com
actsolutions.com	2013-08-10	registered locked	Auto Renewal	.com
acttestdrive.com	2014-07-31	registered locked	Auto Renewal	.com
chtech-one.com		closed	Do Not Renew	.com
chtechone.com	2014-06-11	registered locked	Auto Renewal	.com
crmact.com	2013-10-22	registered locked	Auto Renewal	.com
getact.com	2013-12-17	registered locked	Auto Renewal	.com
howdoyouact.com	2014-03-07	registered locked	Auto Renewal	.com
iactsmart.com	2014-03-23	registered locked	Auto Renewal	.com
interact.com	2013-12-17	registered locked	Auto Renewal	.com
interactcommerce.com	2014-06-14	registered locked	Auto Renewal	.com
interactselling.com	2013-10-08	registered locked	Auto Renewal	.com
interactselling.net	2013-10-08	registered locked	Auto Renewal	.net
myact.net	2013-12-18	registered locked	Auto Renewal	.net
napkinmike.com	2013-01-20	registered locked	Auto Renewal	.com
testdriveact.com	2014-07-31	registered locked	Auto Renewal	.com
www.monact.fr				

www.act-testen.de  
www.act-upgrade.de  
www.act-premium.de

usbestcrm.com	2014-06-26	registered locked	Auto Renewal	.com
usbestcrm.net	2014-06-26	registered locked	Auto Renewal	.net
wherecontactbegins.com	2013-12-17	registered locked	Auto Renewal	.com
usbestcrm.com	2014-06-26	registered locked	Auto Renewal	.com
usbestcrm.net	2014-06-26	registered locked	Auto Renewal	.net
wherecontactbegins.com	2013-12-17	registered locked	Auto Renewal	.com

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