TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance LLC	FORMERLY Wells Fargo Foothill, LLC	08/27/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Actuate Corporation
Street Address:	951 Mariners Island Boulevard
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94404
Entity Type:	CORPORATION: DELAWARE

Name:	Actuate International Corporation
Street Address:	951 Mariners Island Boulevard
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94404
Entity Type:	CORPORATION: DELAWARE

Name:	Xenos IP Partnership
Street Address:	951 Mariners Island Boulevard
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94404
Entity Type:	PARTNERSHIP: CANADA
Composed Of:	• Xenos IP ULC, CANADA, Partner

CH $390.00 2010533

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2010533	ACTUATE

Registration Number:	3331318	BALANCED SIX SIGMA
Registration Number:	2556580	CPA VIEWS
Registration Number:	1979544	FORMULA ONE
Registration Number:	2641246	INFOBROWSER
Registration Number:	2532270	PACE
Registration Number:	1909849	PB VIEWS
Registration Number:	2547990	PERFORMANCESOFT
Registration Number:	3112817	PERFORMANCESOFT TRACK
Registration Number:	3101815	PERFORMANCESOFT VIEWS
Registration Number:	2179596	REPORTCAST
Registration Number:	2168309	REPORT ENCYCLOPEDIA
Registration Number:	3774363	THE PEOPLE BEHIND BIRT
Registration Number:	3112509	GOXML
Registration Number:	2641931	ACTUATE

CORRESPONDENCE DATA

Fax Number: 6502130260

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-812-1300
Email: patrademarks@manatt.com
Correspondent Name: Manatt, Phelps & Phillips, Gail Abbas
Address Line 1: 1841 Page Mill Road
Address Line 2: Suite 200
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	46773-030(2360) RELEASE

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	Gail I. Nevius Abbas, Esq.
Signature:	/Gail I. Nevius Abbas/
Date:	08/29/2013

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement and Amendments thereto ("Release"), entered into as of August 21, 2013, between ACTUATE CORPORATION, ACTUATE INTERNATIONAL CORPORATION, and XENOS IP PARTNERSHIP (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, formerly known as WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, Grantor Actuate Corporation and Agent entered into a Credit Agreement dated November 3, 2008 (as amended, restated, supplemented, or otherwise modified from time to time thereafter, the "Credit Agreement"), pursuant to which the Lenders identified in the Credit Agreement made certain loans to the Borrower identified in the Credit Agreement; and

WHEREAS, to secure repayment of the Obligations (as defined in the Credit Agreement), Grantors executed and delivered to Agent a Trademark Security Agreement dated as of November 3, 2008 (the "Trademark Security Agreement"); and

WHEREAS a copy of the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 3, 2008, at Reel No. 003881, Frame No. 0656, against the trademarks identified in Schedule A hereto; and

WHEREAS, Grantors executed and delivered to Agent the Amendment Number One To Trademark Security Agreement dated as of April 20, 2010, a copy of which was recorded with the United States Patent and Trademark Office on April 21, 2010, at Reel No. 004189, Frame No. 0706, against additional trademarks also identified in Schedule A hereto;

WHEREAS, Grantors executed and delivered to Agent the Amendment Number Two To Trademark Security Agreement dated as of April 28, 2010, a copy of which was recorded with the United States Patent and Trademark Office on April 30, 2010, at Reel No. 004197, Frame No. 0001, against the additional trademarks also identified in Schedule A hereto; and

WHEREAS, Grantors or Borrower (as applicable) have repaid the Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantors and Agent desire to terminate the Credit Agreement, and also desire to terminate the Trademark Security Agreement, the Amendment Number One To Trademark Security Agreement, and the Amendment Number Two To Trademark Security Agreement, and Agent desires to release the Trademark Collateral (as defined in the Trademark Security Agreement);

NOW, THEREFORE, in consideration of the mutual agreement contained herein, Grantors and Agent hereby agree as follows:

TRADEMARK
REEL: 005103 FRAME: 0084

1. Termination of Trademark Security Agreement. The parties hereto agree that the Trademark Security Agreement, the Amendment Number One To Trademark Security Agreement, and the Amendment Number Two To Trademark Security Agreement are hereby terminated, and Agent's security interests in the Trademark Collateral (as defined in the Trademark Security Agreement) and any other collateral in which a security interest is granted to Agent by the Trademark Security Agreement, the Amendment Number One To Trademark Security Agreement, and the Amendment Number Two To Trademark Security Agreement are hereby terminated and released, and neither Grantors nor Agent shall have any further obligations pursuant thereto.

2. To the extent that the Agent, any of the Lenders or the Bank Product Providers shall be deemed to have any right, title or interest in the Trademark Collateral pursuant to the Fundamental Documents, Agent retransfers and reassigns to the Borrower or the Grantors (as applicable) without recourse, representation or warranty, all of such right, title and interest.

IN WITNESS WHEREOF, this Release has been duly executed as of the date first written above.

WELLS FARGO CAPITAL FINANCE, LLC, formerly known as WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company, as Agent

Dated: 8/22/13

By: _____

Name: Daniel Morihiro

Title: Director

TRADEMARK
REEL: 005103 FRAME: 0085

"SCHEDULE A" TO RELEASE OF TRADEMARK SECURITY AGREEMENT Trademarks To Be Released		
Trademark	**Application Number**	**Registration Number**
ACTUATE	757613	757613
ACTUATE	824474538	824474538
ACTUATE	897199	TMA532980
ACTUATE	3114056	3114056
ACTUATE	735282	735282
ACTUATE	035152002	B0360802004
ACTUATE	793142	---
ACTUATE	155913	155913
ACTUATE	H03102275	3351495
ACTUATE	40200211910	554567
ACTUATE	355772	607701
ACTUATE	289076	289076
ACTUATE	TP17142007	---
ACTUATE	200202397	219262
ACTUATE	4199801469	4199801469
ACTUATE	T9801829C	T9801829C
ACTUATE	9802944	9802944
ACTUATE	077162001	494359
ACTUATE	91045630	1057583
ACTUATE	74510958	2010533
ACTUATE & Circle Design	824474546	824474546
ACTUATE & Circle Design	1112183	TMA603692

"SCHEDULE A" TO RELEASE OF TRADEMARK SECURITY AGREEMENT Trademarks To Be Released		
Trademark	**Application Number**	**Registration Number**
ACTUATE & Circle Design	3113769	3113769
ACTUATE & Circle Design	2333847	2333847
ACTUATE & Circle Design	035162002	B036812044
ACTUATE & Circle Design	1087481	---
ACTUATE & Circle Design	155912	155912
ACTUATE & Circle Design	200172987	4707938
ACTUATE & Circle Design	40200211911	554566
ACTUATE & Circle Design	800883	779106
ACTUATE & Circle Design	200202398	219263
ACTUATE & Circle Design	4200202202	4200202202
ACTUATE & Circle Design	T0203410A	T0203410A
ACTUATE & Circle Design	200203531	200203531
ACTUATE & Circle Design	078782001	494514
ACTUATE & Circle Design	91045631	1061097
ACTUATE & Circle Design	76210318	2641931
BALANCED SIX SIGMA	1267039	TMA701316
BALANCED SIX SIGMA	78681690	3331318
CAVIEWS	1014176	TMA543901
CPAVIEWS	75701512	2556580
FORMULA ONE	74674501	1979544
INFOBROWSER	76116903	2641246
NIMBLE	001792845	001792845

"SCHEDULE A" TO RELEASE OF TRADEMARK SECURITY AGREEMENT Trademarks To Be Released		
Trademark	**Application Number**	**Registration Number**
PACE	78065886	2532270
PB VIEWS	74534472	1909849
PB VIEWS	755563	TMA447064
PB VIEWS/MEASURE MANAGE PERFORM	1160130	TMA609097
PERFORMANCES OFT	1028263	TMA 544024
PERFORMANCESOFT	75799594	2547990
PERFORMANCESOFT TRACK	1221593	TMA655261
PERFORMANCESOFT & Design	3897361	3897361
PERFORMANCESOFT TRACK	78438637	3112817
PERFORMANCESOFT VIEWS	1221592	TMA654931
PERFORMANCESOFT VIEWS	78438635	3101815
PERFORMANCESOFT MEASURE MANAGE PERFORM	3897361	3897361
REPORT CAST	75260611	2179596
REPORT ENCYCLOPEDIA	75160365	2168309
THE PEOPLE BEHIND BIRT	77782154	3774363
GOXML	78054790	3112509