

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XACTLY CORPORATION		10/24/2014	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: 3			
Property Type	Number	Word Mark	
Registration Number:	4616879	INSPIRE PERFORMANCE	
Registration Number:	4613953	X	
Serial Number:	86375288	XACTLY INSIGHTS	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>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.</i>			
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
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 WF		
NAME OF SUBMITTER:	Erin O'Brien		
SIGNATURE:	/Erin O'Brien/		
DATE SIGNED:	10/24/2014		
Total Attachments: 6			
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of October 24, 2014 by XACTLY CORPORATION, a Delaware corporation ("Grantor") and WF Fund IV Limited Partnership, a limited partnership formed under the laws of Canada ("Lender").

RECITALS

A. Grantor ("Borrower") and Lender are parties to that certain Loan and Security Agreement dated as of May 31, 2013 (as amended from time to time, the "Original Agreement"). In connection with the Original Agreement, Borrower and Lender entered into that certain Intellectual Property Security Agreement dated as of May 31, 2013 (the "Original IPSA").

B. Borrower and Lender wish to amend and restated the Original Agreement pursuant to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Restated Agreement"; capitalized terms used herein are used as defined in the Restated Agreement. Lender is willing to enter into the Restated Agreement, but only upon the condition, among others, that Borrower enter into this Amended and Restated Intellectual Property Security Agreement and grant to Lender a security interest in certain Intellectual Property to secure the obligations of Borrower under the Restated Agreement.

C. Pursuant to the terms of the Restated Agreement, Borrower has granted to Bank as security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Restated Agreement and all other agreements now existing or hereafter arising between Borrower and Lender, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Restated Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants and pledges to Lender a security interest in all of Borrower'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 Restated Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Restated 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 Amended and Restated Intellectual Property Security Agreement, the Restated 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.

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

GRANTOR:

Address of Grantor:

225 West Santa Clara Street
San Jose, CA 95113

XACTLY CORPORATION

By: 
Title: President and Chief Executive Officer

LENDER:

Address of Lender:

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

WF FUND IV LIMITED PARTNERSHIP

By: _____
Title: _____

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

GRANTOR:

Address of Grantor:

225 West Santa Clara Street
San Jose, CA 95113

XACTLY CORPORATION

By: _____
Title: _____

LENDER:

Address of Lender:

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

WF FUND IV LIMITED PARTNERSHIP

By: Mark R McQueen
Title: PRESIDENT & CEO

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Description	Serial / Patent Number	Application / Issue Date
Consistent Updating of Data Storage Units Using Tenant Specific Update Policies	14/177,121	02/10/14
Partitioning Data Stores Using Tenant Specific Partitioning Strategies	61/969,081	03/21/14

EXHIBIT C

Trademark/ Service Mark	Application/ Registration Number	Application/ Registration Date
COMP CLOUD & Design	Reg. No. 4439394	November 26, 2013
HIT QUOTA (stylized)	Reg. No. 4461541	January 7, 2014
INCENT RIGHT	Reg. No. 4436609	November 19, 2013
INSPIRE PERFORMANCE	Reg. No. 3338095	November 20, 2007
INSPIRE PERFORMANCE	Reg. No. 4616879	October 7, 2014
X & Design	Reg. No. 4613953	September 30, 2014
XACTLY	Reg. No. 3336124	November 13, 2007
XACTLY	App. No. 86120699	November 15, 2013
XACTLY INSIGHTS	App. No. 86375288	August 22, 2014